

**LETTER OF AGREEMENT
BETWEEN
COUNTY OF STANISLAUS,
STANISLAUS COUNTY PROBATION CORRECTION OFFICERS' ASSOCIATION,
AND
STANISLAUS COUNTY DEPUTY PROBATION OFFICERS' ASSOCIATION**

**RE: QUALIFIED DEPUTY PROBATION OFFICERS WORKING LIMITED OVERTIME HOURS IN
THE JUVENILE HALL AND JUVENILE COMMITMENT FACILITY**

Pursuant to this agreement between the County of Stanislaus, hereinafter referred to as "County," the Stanislaus County Probation Correction Officers' Association, hereinafter referred to as "SCPCOA," and the Stanislaus County Deputy Probation Officers' Association, hereinafter referred to as "SCDPOA," the parties agree as follows:

Whereas, the County, the SCPCOA, and the SCDPOA agree there is a need to fill critical vacant shift positions within the Juvenile Hall and the Juvenile Commitment Facility from time to time.

Whereas, the County, the SCPCOA, and the SCDPOA agree qualified members of the SCDPOA may fill critical, vacant shift positions within the Juvenile Hall and the Juvenile Commitment Facility as needed and in accordance with the terms and conditions listed herein.

Whereas, the County, the SCPCOA, and the SCDPOA agree qualified members of the SCDPOA will be compensated at their regular rate of pay within their current classification for all hours actually worked to fill a shift position in the Juvenile Hall or Juvenile Commitment Facility.

Whereas, the County, the SCPCOA, and the SCDPOA agree "Qualified Member of the SCDPOA" is defined as a Deputy Probation Officer I, II, or III, with prior Juvenile Hall experience as a Group Supervisor or Probation Corrections Officer and completion of a one-time orientation presented by a Supervising Probation Corrections Officer. Deputy Probation Officers with prior experience as a Group Supervisor or Probation Corrections Officer who worked as staff in Unit A, B, or C, in the Juvenile Commitment Facility within the last year are not required to attend the aforementioned one-time orientation to be considered "qualified."

Whereas, the County, the SCPCOA, and the SCDPOA agree this agreement supersedes and voids all past agreements and amendments concerning members of the SCDPOA working within the Juvenile Hall and Juvenile Commitment Facility.

Now therefore, the parties agree to the following terms and conditions:

1. This agreement will become effective on August 01, 2015.

2. The scheduling Supervising Probation Corrections Officer will first identify available, unfilled shift positions for the month and notify all Probation Corrections Officers who will be given a seven (7) day period to sign up for the available shifts.
3. After the seven (7) day period, if there remains unfilled shift positions for the month, the scheduling Supervising Probation Corrections Officer or designee will notify all qualified Deputy Probation Officers of the unfilled shift positions and allow them to sign up for the positions in accordance with the terms and conditions below.
 - A. The Deputy Probation Officer is “qualified” to fill a position within the meaning of “Qualified Member of the SCDPOA” described above.
 - B. The Deputy Probation Officer must obtain authorization to work in the Juvenile Hall or Juvenile Commitment Facility from his/her designated Supervisor and Division Manager **prior** to working in either of the facilities pursuant to Policy Number X-2: Working Hours and Policy Number X-14: Overtime and Compensatory Time Off.
 - C. Work hours shall comply with the provisions of Policy Number X-2: Working Hours.
 - D. The Deputy Probation Officer may only be paid for time worked in the Juvenile Hall or Juvenile Commitment Facility in accordance with Policy Number X-14: Overtime and Compensatory Time Off.
4. All other unfilled shift positions shall be filled utilizing the mandated overtime list and associated procedures.
5. For unanticipated, unfilled shift positions, including, but not limited to sick calls, the on-duty supervisor shall make every reasonable effort to fill the position in the following order: 1) Seek volunteer Probation Corrections Officers already on duty, 2) Utilize the mandated overtime list and procedure, 3) Call in an off-duty Probation Corrections Officer, and 4) Call in an off-duty qualified Deputy Probation Officer.
6. The parties agree to meet and confer in the future at the request of any party named in this agreement to the extent required under the Meyers-Milias-Brown Act and limited to the terms and conditions described in this agreement.

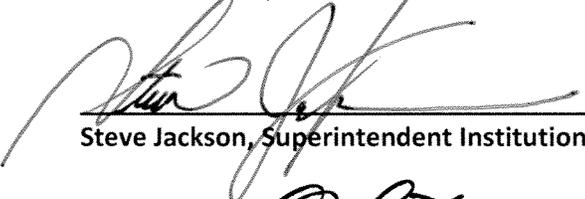
For the County:



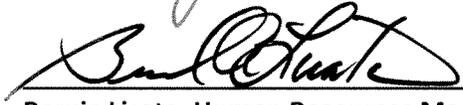
Jill Silva, Chief Probation Officer



Mike Hamasaki, Asst. Chief Probation Officer



Steve Jackson, Superintendent Institutions

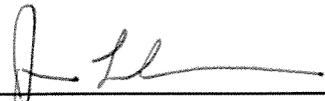


Bernie Licata, Human Resources Manager

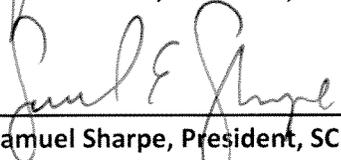
8/4/2015

Date

For the SCPCOA and the SCDDPOA:



Jason Lohman, President, SCPCOA



Samuel Sharpe, President, SCDDPOA

8/4/2015

Date