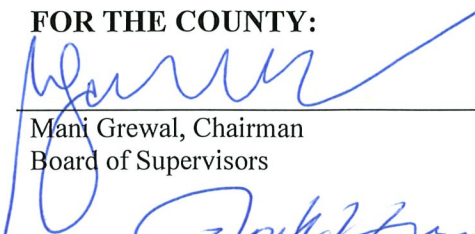


**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF STANISLAUS
AND THE DEPUTY PROBATION OFFICERS BARGAINING UNIT**


This agreement is entered into between the County of Stanislaus and the Deputy Probation Officers' Bargaining Unit represented by Stanislaus County Deputy Probation Officers Association (SCDPOA).

Pursuant to the Employee Relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and SCDPOA, having met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE COUNTY:


Mani Grewal, Chairman
Board of Supervisors


Jody Hayes, Chief Executive Officer


Monica Coryea, Human Relations Director
Chief Executive Office



[Burke A. Dunphy \(Nov 1, 2024 20:57 EDT\)](#)

Burke Dunphy, Lead Negotiator
Sloan, Sakai, Yeung, & Wong LLP


[Ryan Leupp \(Nov 25, 2024 11:38 PST\)](#)

Ryan Leupp, Human Relations Assistant Director
Chief Executive Office


Joanna Navarro, Senior Management Consultant
Chief Executive Office


[Sydnee Isaïs-Burdian \(Nov 4, 2024 09:04 PST\)](#)

Sydnee Isaïs, Management Consultant
Chief Executive Office


Moriah Bettencourt, Management Consultant
Chief Executive Office

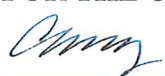

[Raul Dominguez \(Oct 24, 2024 15:43 PDT\)](#)

Raul Dominguez, Safety Manager
Probation


[David Costa \(Oct 24, 2024 15:22 PDT\)](#)

David Costa, Safety Manager
Probation

FOR THE UNION:


Christopher Miller, Labor Representative
Law Offices of Christopher W. Miller


[Bryan Ousby \(Oct 16, 2024 10:29 PDT\)](#)

Bryan Ousby, President
Supervising Probation Officer


[Juliann Scheffel \(Oct 16, 2024 11:44 PDT\)](#)

Juliann Scheffel, Member
Supervising Probation Officer


[Mirella De La Hoya \(Oct 17, 2024 08:29 PDT\)](#)

Mirella De La Hoya, Member
Deputy Probation Officer


[Stephanie Jimenez \(Oct 24, 2024 15:01 PDT\)](#)

Stephanie Jimenez, Member
Deputy Probation Officer


[Andrew Walczak \(Oct 24, 2024 15:04 PDT\)](#)

Andrew Walczak, Member
Deputy Probation Officer

12/11/2024

Date Signed _____

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1. SCOPE OF THE BARGAINING UNIT

This agreement covers the wages, hours, and other terms and conditions of employment of those classified employees in the classifications of Deputy Probation Officer I, II, III, Supervising Probation Officer, and Supervising Probation Corrections Officer.

2. TERM OF THE AGREEMENT

This agreement shall remain in full force for the period commencing upon ratification and BOS adoption of successor MOU and ending on June 30, 2028 and applies to all bargaining unit members. It covers all matters of interest between the Stanislaus County Deputy Probation Officers Association (SCDPOA), representing the Deputy Probation Officers' Bargaining Unit, and the County of Stanislaus (the County). This agreement incorporates all items in previous agreements between the parties, unless specifically amended by this agreement. Unless otherwise agreed to by the parties all changes are effective upon ratification of the Union and approval by the Board of Supervisors.

3. NO STRIKE

SCDPOA acknowledges that strikes, slow-downs, sick-ins and other job actions which disrupt work are detrimental to the interest of the citizens of Stanislaus County and violate County ordinances. SCDPOA agrees, as consideration for the salary and fringe benefits herein set forth, that it will not participate in, condone, or encourage such actions during the term of this agreement.

4. NON-DISCRIMINATION/FAIR REPRESENTATION

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon a protected class as described in Stanislaus County's Equal Employment Opportunity/Non-Discrimination Statement approved annually by the Board of Supervisors in compliance with Federal and State laws. The parties agree to recognize, respect, and support the County's commitment to non-discrimination in employment as set forth in the County's Equal Rights Program. SCDPOA agrees to encourage its members to assist in the implementation of that program.

SCDPOA agrees to acknowledge its responsibility to fairly represent all employees in the bargaining unit without favor or discrimination based upon a protected class as described in Stanislaus County's Equal Employment Opportunity/Non-Discrimination Statement approved annually by the Board of Supervisors in compliance with Federal and State laws. The County acknowledges and agrees that it will not discriminate or take adverse action against employees because they are members of the Union, participate in lawful Union activities or exercise their right to union representation.

5. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

The County and SCDPOA acknowledge and agree that the ADA may require modification of County policy or MOU provisions in order to provide reasonable accommodation to individuals protected under the Act on a case by case basis. The County and the Union agree to meet and confer if the accommodation will require some modification of the MOU or County policy, which affects term or condition of employment or is otherwise a mandatory subject of bargaining. Said meet and confer will be on a case by case basis and no single accommodation shall establish a past practice.

6. COUNTY RIGHTS

Stanislaus County retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the departments of County government and all of their various aspects, including, but not limited to the right to direct the work force; to plan, direct and control all of the operations and services of the County; to determine the methods, means, organization, and schedule by which such operations and services are to be conducted; to assign and transfer employees within the various departments; to hire, promote, suspend, demote, discharge, reprimand, and evaluate employees; to relieve employees from duty due to lack of work or other legitimate reasons set forth in the County reduction-in-force policy; to change or eliminate existing methods, equipment, or facilities in order to maintain or increase the efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work. Nothing contained herein shall be construed to preclude meeting and conferring between employer and employee regarding the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

7. COMPENSATION

A. Salary

Year 1:

Effective the beginning of the first full pay period after ratification and adoption by the BOS of the successor MOU, the employees in this unit shall receive a COLA base salary increase of three percent (3%).

Effective the first full pay period after ratification and adoption by the BOS of the successor MOU, the employees in this unit will receive an equity adjustment of seven percent (7%).

Year 2:

Effective the beginning of the first full pay period following July 1, 2025, the employees in this unit shall receive a COLA base salary increase of two percent (2%).

Year 3:

Effective the beginning of the first full pay period following July 1, 2026, the employees in this unit shall receive a COLA base salary increase of two percent (2%).

Year 4:

Effective the beginning of the first full pay period following July 1, 2027, the employees in this unit shall receive a COLA base salary increase of two percent (2%).

B. Salary Administration

1. The parties agree that County salary policy applied to an employee dismissed during probationary service from a position to which he or she had been demoted, promoted or transferred, will be clarified as follows: Such an employee's salary shall be returned to the same step in the appropriate salary range as had been held prior to the promotion, demotion, or transfer. Employee salary review date, if applicable, shall be adjusted by the equivalent number of days during which an employee did not hold the classification to which he or she is returning. For example, if an employee in a Deputy Probation Officer classification with a salary anniversary date of January 1st was promoted to a Supervising Deputy Probation Officer classification on April 1st then fails probation after 90 days and demotes back to their DPO classification, those 90 days will be extended to the January 1st date making their new anniversary date April 1st.
2. The parties agree to the County policy concerning salary administration as follows: "Eligibility for advancement to subsequent salary steps will thereafter be based on one-year satisfactory continuous service at the prior step until the employee reaches the maximum step of the appropriate salary range."

The parties further agree the County's leave of absence policy will be changed to state that a leave of absence or other time off, exceeding 15 calendar days that is without pay and unprotected shall cause the employee's anniversary date to be postponed.

C. Special or Collateral Assignments

Other than provided in this MOU, the Chief Probation Officer shall have sole discretion concerning Special or Collateral Assignments as follows:

1. The creation, disbanding, term or renewal of Special or Collateral assignments.
2. The number of Special or Collateral assignments receiving special compensation or pay.
3. The minimum requirements, eligibility, selection or involuntary appointment of personnel into a Special or Collateral assignment.

a) Special and Collateral Assignments Defined

A Special Assignment is defined as an assignment that requires specialized training outside the normal scope of routine duties performed within the job classification where an employee is relieved from such routine duties and is given responsibility for the special assignment on a regular full-time basis.

A Collateral Assignment is defined as an assignment that requires specialized training outside the normal scope of routine duties performed within the job classification where an employee continues to perform routine full-time duties as assigned and in addition, is given responsibility for a collateral assignment on a part-time basis.

b) Appointment to a Special or Collateral Assignment

The Department shall announce openings for any paid or un-paid Special or Collateral assignment prior to appointment of an employee to the open assignment. The announcement shall include the name of the assignment, minimum requirements for eligibility to work in the assignment, the selection process, and the deadline to apply. The Department shall only consider candidates who submit a written memorandum via his/her chain of command by the published deadline and who meets the minimum eligibility requirements to work in the assignment as determined by the Chief Probation Officer or designee.

Employees appointed to any Special or Collateral Assignment shall meet and maintain the requisite qualifications for the position published by the California Board of State and Community Corrections or the California Commission on Peace Officer Standards and Training and any additional qualifications determined by the Chief Probation Officer.

c) Special or Collateral Assignment Compensation

Employees appointed to the following Special or Collateral Assignments shall receive additional compensation added to his/her base pay as indicated below:

Range Master	4.0%	Firearms Instructor	2.5%
Field Training Officer	2.5%	Facility Training Officer	2.5%
Evidence Officer	2.5%		

D. Out of Class Assignment

When Department management directs a DPO III to fill in for a Supervisor for 12 consecutive working days or more, the DPO III will be paid out-of-class the first day of the assignment. Such assignments shall be made in accordance with county policy in out-of-class pay.

E. On-Call Pay

1. On-call pay shall be compensated for members of this bargaining unit at a rate of \$250.00 for each seven-day period of on-call assignment. This amount will be pro-rated if the on-call period is less than seven (7) days.
2. Members of the bargaining unit on-call on designated County holidays shall receive vacation credit for the holiday in addition to on-call pay for the full week of their on-call assignment.

F. Call-Back Minimum

Employees Required to Report to a Work Location

Employees required by their Department Head or designee to physically return to work from an off-duty status shall be paid at a rate of time-and-one-half for the actual time worked with a minimum of three hours pay. The call-back pay starts at the time the employee leaves their residence and stops at the conclusion of the work performed.

If an employee is performing call-back work and while performing this work receives another call, this call will not be a second call-back, but rather a continuation of the on-duty work status. Additionally, if an employee completes their work prior to the three-hour minimum and later receives another call during the same three-hour minimum, this call will not be a second call-back.

If an employee is called in within three hours of the start of their regular scheduled work shift, the employee will receive call-back pay up until the start

of their regular scheduled work hours. For example, if an employee is called in at 6:00 a.m. and the start of their regular scheduled work shift is at 8:00 a.m., they will receive two (2) hours of call-back pay. If the same employee is called in at 7:00 a.m., they will receive one (1) hour of call-back pay.

Employees Not Required to Report to a Work Location

Employees in an on-call status who are required to handle telephone calls and related work from home shall be paid for the actual minutes worked at a rate of time-and-one-half. Time worked will be rounded to the nearest quarter hour in which they are on the phone or handling work that is related to the phone call. Time spent on non-work-related activities (preparing to return to work, showering, etc.) shall not be compensated. Employees will be responsible for logging their time on tracking sheets provided by the department for payroll processing purposes.

Minute Breakdown

Actual time worked between 1-22 minutes shall be paid 15 minutes call-back

Actual time worked between 23-37 minutes shall be paid 30 minutes call-back

Actual time worked between 38-52 minutes shall be paid 45 minutes call-back

Actual time worked between 53-67 minutes shall be paid 60 minutes call-back

For actual time worked exceeding seven (7) minutes over a full hour (60 minutes), the employee will claim the full hour amount for each 60-minute increment and then refer to the above breakdown to determine the nearest quarter hour for the remaining minutes claimed.

G. Salary on Promotion

The County shall continue to guarantee a five percent (5%) minimum salary increase on promotion in accordance with the existing County Code provisions. An exception to this provision shall be made if the step to which the employee is promoted is six (6) cents or less per hour under the minimum five percent (5%) increase.

The parties agree that the 3% STC additional compensation for Probation Correction Officer III's will be considered when determining the 10% minimum salary differential between this class and that of Supervising Probation Corrections Officers.

H. Designation of Bilingual Positions

The County will designate certain languages as eligible for bilingual certification. Employees asserting their competence in any County designated bilingual language shall be given the opportunity to test for bilingual certification. The County CEO or designee is responsible for conducting bilingual certification testing within a reasonable amount of time. Employees will be tested for verbal

and/or written bilingual proficiency as determined by the County CEO and Chief Probation Officer. Employees who pass the test will be certified as bilingual.

Employees certified as bilingual will receive additional compensation of two and one-half percent (2.5%) of base pay for bilingual certification pay, effective the first full pay period following the certification date. Only those employees certified bilingual will be granted bilingual certification pay.

Employees receiving bilingual certification pay shall use their bilingual skills within the course of employment to maintain the certification pay. Bilingual employees who are not certified as bilingual will not be subject to discipline for declining to use bilingual skills in the course of employment.

I. Shift Differential

The parties recognize that the standard working hours of the Probation Department are within Monday through Friday between 7:00 a.m. and 6:00 p.m.

Supervising Probation Corrections Officers (SPCOs) are required to work Saturday through Friday; working four (4) consecutive days followed by three (3) consecutive days off. There are three rotating shifts; Days (6:00 a.m. to 4:00 p.m.), Swing (1:00 p.m. to 11:00 p.m.), and Graveyard (9:00 p.m. to 7:00 a.m.). Shift pay will be applied as outlined below.

A 5% differential will be paid for all mandated work hours where the majority of the work (50% or more) is performed between 3:00 p.m. and 11:00 p.m., a 5% differential will be paid for all mandated hours between 7:00 a.m. to 11:00 p.m. on Saturday or Sunday. A 7.5% differential will be paid for all mandated work hours between 11:00 p.m. and 7:00 a.m. including Saturday or Sunday. Only those hours worked during the qualified shift differential time shall qualify for differential pay.

Mandated work can only be directed by the Chief Probation Officer or designee. Differential is paid on a day-by-day basis. Individuals working on-call, who are called in on a Saturday or Sunday, are not eligible for the differential.

Eligibility for shift differential is determined by the middle of the scheduled shift, regardless of lunch or break periods. The middle of a shift from 11:00 a.m. to 8:00 p.m. is 3:30 p.m. and qualifies for shift differential. The middle of a shift from 10:00 a.m. to 7:00 p.m. is 2:30 p.m. and does not qualify for shift differential.

Supervising Probation Corrections Officers who are required to work beyond their regularly scheduled hours, before or after, shall receive the appropriate shift differential pay for hours worked.

J. Salary Continuation

Any Deputy or Supervising Probation Officer injured by a violent act, or while engaged in a physical activity under high stress circumstances, within the course and scope of his or her employment, who, as a result of the injury, is unable to perform any full time duties within the department, will continue to receive full compensation and benefits until he or she is able to return to full time duty within the department, for a period not to exceed one year, unless the employee is separated from employment prior to that time. The cost for this provision will be offset by any payments from the Workers' Compensation System. Determination of whether an injury falls within the scope of this provision will be made by the Chief Probation Officer. His or her determination will be final and nongrievable.

K. Additional Compensation for STC Qualification

Effective the first pay period after February 1, 2000, each member of the bargaining unit who has achieved and/or maintains STC certification pursuant to applicable STC training requirements will receive an additional 3% increase.

Effective the first pay period after July 1, 2017, bargaining unit members who have successfully completed seven hundred and fifty (750) hours of STC training shall receive an additional three percent (3%), totaling six percent (6%) STC certification pay.

L. College Degree Requirement

Each member of the bargaining unit initially appointed by the Chief Probation Officer to a Deputy Probation Officer position shall be required to have received a four-year college degree by date of hire.

M. Overtime

Unless provided for otherwise, overtime in this provision will be paid in compliance with the minimum standards of the Fair Labor Standards Act with the following exceptions:

Calculation of time-and-one-half compensation for overtime shall be based upon a calculation of time "worked" rather than time "paid". That is, time off voluntarily taken by an employee in the form of sick leave, vacation, bereavement leave, or compensatory time off shall be excluded from consideration in calculating overtime eligibility. For overtime compensation purposes such voluntary time taken shall not be considered as time worked. Paid time off in the form of jury duty or military leave shall be considered time "worked" for the purpose of meeting the hour minimum in calculating overtime eligibility.

When offices are closed for a County approved Holiday and employees receive holiday pay and are not given the option to continue working, this time off for the

holiday shall be considered as time “worked” when counting hours worked in meeting the hour minimum.

In the limited circumstance that employees are ordered to work overtime as a result of a Stanislaus County Office of Emergency Services declared emergency, any vacation time taken in the work week shall be counted as time worked in the overtime calculation.

N. Qualified Deputy Probation Officers Working Limited Overtime Hours In The Juvenile Hall and Juvenile Commitment Facility

Notwithstanding the below provisions and as set forth in Section 29, titled Full Understanding, Modification and Waiver, this topic is governed by “Qualified Deputy Probation Officers and Supervising Probation Officers Working Limited Overtime Hours in the Juvenile Hall and Juvenile Commitment Facility” Letter of Agreement unless and until the parties thereto agree otherwise.

O. Uniform Allowance

Effective for calendar year 2024, the County shall provide new Supervising Probation Corrections Officers \$450.00 for the initial purchase of authorized uniforms and equipment. Supervising Probation Corrections Officers promoted from the classification of Probation Corrections Officer shall not receive the initial allowance. This initial amount may be prorated based on the date of appointment to the classification of Supervising Probation Corrections Officer. Effective for calendar year 2024, an annual uniform allowance of \$340.00 will be provided to existing Supervising Probation Corrections Officers.

In exchange for this additional compensation, employees shall be responsible for the maintenance, care, purchase and replacement of uniforms and equipment.

Effective the beginning of the first pay period following January 1 each year, the initial purchase amount and annual uniform maintenance will be increased by twenty dollars (\$20.00). Rates for a calendar year are as follows for reference:

Year	Initial Purchase Amount	Annual Uniform Maintenance Amount
2025	\$470.00	\$360.00
2026	\$490.00	\$380.00
2027	\$510.00	\$400.00
2028	\$530.00	\$420.00

P. Armed Qualification Pay and Armed Assignment Pay

1. Deputy Probation Officers and Supervising Probation Officers

Effective the beginning of the first full pay period following Board of Supervisors approval of this agreement, Deputy Probation Officers and Supervising Probation Officers who are authorized, qualified and maintain qualifications to carry a firearm, shall receive two-and-one-half percent (2.5%) armed qualification pay. Employees will be required to maintain qualification standards in accordance with Department policy.

Effective the beginning of the first full pay period following Board of Supervisors approval of this agreement, Deputy Probation Officers and Supervising Probation Officers who are authorized, qualified to carry a firearm and in an armed assignment, shall receive an additional two-and-one half percent (2.5%) armed assignment pay, for a total of five percent (5.0%).

The Department will determine the methods for authorizing, qualifying, and administering armed assignments. The Department maintains the right to reassign personnel based on the Chief's discretion.

Deputy Probation Officers and Supervising Probation Officers who provide one-year irrevocable notice of retirement will maintained armed pay during their last year of employment unless subject to removal as the result of formal disciplinary action.

Deputy Probation Officers and Supervising Probation Officers may appeal removal from authorization and qualified to be armed, and armed assignment pay, which is not the result of formal discipline, within seven (7) working days from the notice of the reassignment by using the Department's Peace Officers Administrative Appeal Process.

2. Supervising Probation Corrections Officers

Effective the beginning of the first full pay period following Board of Supervisors approval of this agreement, Supervising Probation Corrections Officers who are authorized, qualified and maintain qualifications to carry a firearm, shall receive two-and-one-half percent (2.5%) armed qualification pay. Employees will be required to maintain qualification standards in accordance with Department policy.

The Department will determine the methods for authorizing and administering armed assignments. The Department maintains the right to reassign personnel based on the Chief's discretion.

Supervising Probation Corrections Officers may appeal the removal of the authorization or qualification to be armed, when it is not the result of formal discipline, within seven (7) working days from the notice of the removal by using the Department's Peace Officers Administrative Appeal Process.

Q. Canine Special Assignment Pay

The Stanislaus County Probation Department's canine program requires Deputy Probation Officers to be assignment as Canine Handlers as determined by the Chief Probation Officer. Additional compensation in the amount of two and one-half percent (2.5%) of base pay shall be paid for the Canine Handler assignment. The parties agree that each represented employee who is assigned as a canine handler, and has a dog assigned to his or her care, training, and upkeep, shall be paid eighteen (18) minutes per day at the regular rate of pay for care, grooming and transportation. This work, when performed over and above the designated work period, shall be compensated at time and one-half of the canine handler's regular rate of pay. The parties further agree that should the daily time provided for care, training, and upkeep change for Canine Handlers under the Deputy Sheriffs' agreement, this same change will apply to employees under the DPOA agreement with the same effective date.

R. Certified Trainer Pay

A "Certified Trainer" is a sworn peace officer who is STC-certified to provide training or has been approved to teach an STC-certified course. When assigned by the Chief Probation Officer or designee to perform training activities, a Certified Trainer shall receive Certified Trainer Pay in the amount of 2.5% of their hourly base pay for hours worked teaching STC-certified courses.

This provision shall apply to employees who previously have been approved to provide or are certified to provide such training as of July 1, 2024, as well as to those who are certified or approved to provide the certified training in the future.

S. Meal Periods & Breaks

Employees are entitled to a 15-minute break near the midpoint of each four-hour work period. Only one break shall be taken during each four hours of duty. No breaks shall be taken during the first or last hour of a member's shift unless approved by a supervisor.

Employees are entitled to an unpaid lunch period of at least one half-hour during each workday of six hours or more. Employees who are required to work during their regular lunch period may request pay for any time worked. Employees are responsible to ensure they take their meal period or seek prior approval to miss a meal period. In cases where prior approval is not obtainable the employee will not be denied missed meal period compensation.

8. SAFETY RETIREMENT

A. General

Each member of the bargaining unit shall become a Safety member of the Retirement System upon initial appointment by the Chief Probation Officer to the position of Deputy Probation Officer, Supervising Probation Officer, or Supervising Probation Corrections Officer.

B. Retirement Tiers

Safety Employees Tier 5 Retirement Plan. Members of the bargaining unit employed prior to January 1, 2011 and with service retirement credit greater than zero shall receive upon retirement three percent (3%) of base salary at age fifty (50) calculated on the single highest twelve (12) consecutive months.

Safety Employees Tier 2 Retirement Plan. The Tier 2 retirement plan for all newly hired members of the bargaining unit is reinstated effective between January 1, 2011 and December 31, 2012. Safety Tier 2 benefits include the two percent (2%) at age fifty (50) retirement benefit per Government Code Section 31664 and final average compensation calculated on the highest thirty-six (36) consecutive months.

Safety Employees PEPRA Tier 6 Retirement Plan. Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the County shall provide the StanCERA Tier 6 retirement plan (2.7% at age 57) for Safety employees hired on or after January 1, 2013. Final compensation will be based on the average of the highest wages earned in any thirty-six (36) consecutive months.

Employees who are rehired/reinstated with the County after the implementation of Tier 2 on January 1, 2011 or Tier 6 on January 1, 2013 and have met the necessary membership criteria to be placed in their former retirement tier shall be eligible for placement in that former tier. In general, current legal standards allow rehired employees the opportunity to reinstate into their former retirement tier as long as the individual member either has left his retirement contributions on deposit since his prior period of County service or elects the redeposit of withdrawn retirement contributions plus applicable interest. The membership tier will depend on the employee's/member's individual circumstances and prior retirement selections. Employees who are rehired/reinstated with the County after January 1, 2011 are encouraged to confirm their membership status and retirement tier reinstatement options with StanCERA.

C. Public Employees' Pension Reform Act (PEPRA)

On January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) went into effect. Included in this act is a provision that requires new members to pay at least 50% of normal cost and prohibits employers from paying this contribution on the employee's behalf [Govt. Code Sect. 7522.30 (c)]. This measure defines a new member as: an individual who has never been a member of any public retirement system prior to January 1, 2013; an individual who moved between retirement systems with more than a 6-month break in service; and, an individual who moved between public employers within a retirement system after more than a 6-month break in service.

Employee retirement contribution rates are established by the Stanislaus County Employee Retirement Association (StanCERA).

In order to become compliant with PEPRA, all members of the bargaining unit will pay the full employee retirement contribution rate and the County will no longer pay the Employer Paid Member Contribution (EPMC). The specific employee retirement contribution will vary for each employee based on their individual retirement tier and age of entry into the retirement system. The current member contribution paid by the County for members of this bargaining unit is 8.5% of retirement contributable income. In exchange for the County eliminating the current EPMC, the County will increase base compensation by 1% (one percent) for each 1% (one percent) of the overall employee retirement contribution that will now be paid by each employee in the bargaining unit. For the members of this bargaining unit, the County will use the 8.5% retirement contribution rate to calculate the wage increase, for a total base wage adjustment of 8.5% ($8.5\% \times 1$). The parties recognize this wage adjustment and the elimination of the EPMC will have varying impacts on bargaining unit members.

The elimination of EPMC and corresponding increase in base wages was effective on February 8, 2014.

D. Retiree Medical Trust

The parties agree to allow the SCDPOA to participate in the Central Valley Retiree Medical Trust including requiring a payroll deduction at no cost in order to participate.

9. BI-WEEKLY PAYROLL

A bi-weekly payroll system will remain in effect during the term of this agreement.

10. GROUP INSURANCE BENEFITS

A. Group Plans Available

Employee health (medical, dental and vision) insurance benefits are negotiated under a separate meet and confer through implementation process between the County and all represented employee bargaining units.

The parties agree that the County will only accept employees who wish to change from SCDPOA insurance during open enrollment. The conditions of acceptance are determined by the insurance option selected.

B. Life Insurance

Employees enrolled in one of the health insurance plans are eligible for a \$10,000 term life insurance policy. This benefit is available for the employee only. Additional life insurance may be purchased at employee expense through the cafeteria plan.

C. IRS Code Section 125

Effective March 1991, the County implemented the mandatory premium conversion plan under Section 125 of the Internal Revenue Code, limited to employee health insurance premium contributions.

D. Participation in Dependent Care and Medical Expense Reimbursement Program

The parties agree that effective with the fall 1991 open enrollment all interested members of the bargaining unit shall be eligible to participate in the Dependent Care Assistance Plan and the Medical Expense Reimbursement Program at a monthly cost to the employee.

11. HOLIDAY/VACATION TIME PROVISIONS

A. Designated Holidays

All employees shall be entitled to the following observed holidays, which shall be credited or charged as vacation time at the rate of eight hours per observed holiday or at a rate that is proportionately equal as prescribed in County policy related to workweek designation:

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- The third Monday in February, President's Day
- The last Monday in May, Memorial Day
- June 19, Juneteenth National Independence Day
- July 4th, Independence Day

- The first Monday in September, Labor Day
- November 11, Veterans' Day
- November (the Thursday designated as Thanksgiving Day)
- The day after Thanksgiving Day
- December 24, Christmas Eve
- December 25, Christmas Day

The parties recognize that the Department is a 365-day operation. As such, employees may be scheduled to work on actual and/or County observed holidays. For the purposes of clarification, employees whose normal work schedule is Monday through Friday (Saturday and Sunday off) will use the observed County holiday. Employees on shift schedules will use the actual holiday. No employee shall receive both the actual holiday and the County observed holiday as either pay or credit.

Employees who are required to work as determined by their work schedule, and approved by their supervisor, on an observed holiday listed above shall be compensated at a rate of time-and-one-half for all hours worked.

Employees who are required to work as determined by their work schedule, and approved by their supervisor, on an observed or actual holiday applicable to their assigned work schedule listed above shall be entitled to equivalent vacation time off up to the maximum value of the individual holiday.

If January 1, New Year's Day; June 19th, Juneteenth; July 4th, Independence Day; November 11th, Veterans' Day; or December 25th, Christmas Day, fall on a Sunday, the Monday following shall be observed as the holiday.

If January 1, June 19th, July 4th, or November 11th occurs on a Saturday the preceding Friday shall be observed as the holiday.

When an observed holiday falls on the employee's regularly scheduled day off, the department may flex the employee's work schedule for the week of the holiday. If the employee's work schedule is not flexed and the employee is not required to work on the holiday, the employee shall be credited with vacation time up to the maximum value of the individual holiday.

B. County Holiday Policy

The parties agree that only the immediate days of mourning or holiday declared by the President and Governor for which Federal and State offices are closed will be considered County holidays in addition to the specific list of holidays already present in the County Code.

C. Combining Optional Holiday Time with Vacation

The parties recognize that on December 31, 1983, any optional holiday time was combined with vacation benefits. The rate of accrual of vacation hours was increased on January 1, 1984 by 16 hours of 'special' vacation time each calendar year in lieu of optional holiday time. See sub-division F of this section for vacation accrual rates.

Optional holiday time on the books as of December 31, 1983 for an employee was "frozen" on the books and may be:

1. Taken as time off,
2. Cashed out with the approval of the employee, the department head and the County Auditor-Controller, or
3. May be cashed out upon the employee's termination

D. Vacation Accrual Maximum

The parties agree that employees who have reached the 450 hour vacation accumulation maximum shall not accrue any additional vacation time. Accrual of vacation time shall again commence in the pay period that the employee's vacation time has fallen below the 450 hour maximum. It is the policy of the County that employees take at least their normal vacation each year; provided, however, that for reasons deemed sufficient by their department head, an employee may, with the consent of the department head, take less than the normal vacation time with a correspondingly longer vacation the following year.

Employees shall receive notification of the accrual balances through the employee's paycheck advice notice. Employees are encouraged to request vacation upon nearing the vacation accumulation maximum of 450 hours pursuant to department procedures.

Failure by the employee to make a good faith effort to request vacation in accordance with departmental procedures will result in vacation accrual stoppage at 450 hours. If the employee does make a good faith effort to request vacation time and the request is denied by the department or if an approved vacation is canceled, the employee will receive up to 80 hours of vacation cash-out. It is understood employees may have to request vacation time outside of high use times, i.e., holiday seasons and summer months.

E. Vacation Accrual Rate

The parties agree that consistent with the county code the following vacation accumulation rates are in effect during the term of the agreement:

3.08 hours per pay period (ten days a year) for the first through completion of the second year of continuous services.

4.42 hours per pay period (fifteen days a year) for the third year through and including the tenth year of continuous service.

6.16 hours per pay period (twenty days a year) for the start of the eleventh year through and including the twentieth year of continuous service.

7.70 hours per pay period (twenty-five days a year) for the twenty-first year of continuous service and thereafter until separation from County service.

In addition, employees shall earn 16 hours of 'special' vacation time each calendar year in lieu of optional holiday time. 'Special' vacation shall be earned in addition to the regular vacation and shall be earned by prorating said amount over twenty-six pay periods.

F. Limited Cash Conversion

The parties agree that employees with 100 or more hours of accrued vacation on the records may request conversion into cash payments of up to 40 hours of accrued vacation not more frequently than once in a fiscal year, or employees with 200 or more hours of accrued vacation on the records may request conversion into cash payments of up to 60 hours of accrued vacation not more frequently than once in a fiscal year. Such conversion will be granted upon approval of the department head and the Auditor-Controller.

G. Association Time Bank

The parties agree that a SCDPOA time bank has been established for the purpose of authorizing SCDPOA members to request the use of this time for SCDPOA business as determined by the SCDPOA President. Any use of SCDPOA time bank shall be approved by the SCDPOA President prior to submission of the request. Time bank does not include time used by the SCDPOA for meet and confer with the Chief Probation Officer of the County.

Time bank requests shall be submitted and approved consistent with the Chief Probation Officer's existing policy for approval of vacation time. The SCDPOA time bank request shall be approved unless staffing is required on an overtime basis in order for the request to be approved. SCDPOA time bank shall not supersede previously approved vacation requests of other Chief Probation Officer personnel.

Effective upon Board of Supervisors approval and January 1st of each subsequent year, every employee covered by this agreement shall contribute an equal amount of hours, to create a bank of two hundred (200) hours to be used for SCDPOA business. The unused hours in any year shall be carried over to the next year. However, the maximum number of hours in the time bank shall be capped at two

hundred (200) hours. The time bank shall not be subject to cashout nor shall it be returned to contributing employees.

The SCDPOA shall hold the County and its officers and employees harmless for transferring the vacation time from employees covered by this MOU as provided for in this section.

12. VACATION REQUESTS – SUPERVISING PROBATION CORRECTIONS OFFICERS

A. Priority Vacation Requests

All priority (one week or more) requests shall be submitted by the Supervising Probation Corrections Officer to the Department during the month of November and returned as soon as possible, but no later than the last day of December. Approving vacations shall be based on seniority within their classification.

Employees can provide one (1) priority and up to three (3) alternate vacation requests listed in order of priority on the request form. Seniority may only be exercised for one continuous block of time per calendar year.

B. Standard Vacation Requests

All standard vacation requests will be processed on a first come, first served basis.

The Department shall make a good faith effort to approve standard vacation requests as soon as possible, but no later than 14 calendar days after receipt of the request. Requests for vacation shall not be unreasonably denied.

Priority vacation requests will take priority over individual day requests.

C. Approved Vacations

After any vacation request is granted, it will remain granted except in unforeseen emergencies at which time those vacations scheduled during that period may be recalled.

13. LEAVES OF ABSENCE

- A. As a condition for a leave of absence without pay to continue, the County may require the employee on leave to provide periodic status reports demonstrating that the conditions still remain upon which the leave of absence was initially requested and approved.

- B. In addition, the parties agree that time worked during the probationary period will be counted toward permanent status even if the person has an intervening leave of absence during the probationary period.
- C. The parties further agree the County's leave of absence policy will be changed to state the granting of any leave of absence or other time off exceeding 15 calendar days, that is without pay and unprotected shall cause the employee's date of eligibility for increased vacation accrual rates to be postponed by the equivalent number of months to the nearest number of months for which the leave of absence is granted, based on the number of calendar days in such month.

14. AUTOMATIC RESIGNATION

The parties agree that an employee who is absent without authorization and without contacting his or her supervisor for three consecutive working shifts, or longer, will be presumed to have voluntarily resigned from County service, effective on the date at which the unauthorized absence began. The provisions of County policy related to Petition to Set Aside Resignation shall apply.

15. BINDING ARBITRATION

The parties agree to a binding arbitration provision (Attachment B). SCDPOA acknowledges that binding arbitration does not apply to the Equal Employment Opportunity Grievance Procedure.

16. MAXIMUM SUSPENSION

The parties agree that the maximum time period during which an employee may be suspended for cause pursuant to County discipline policies shall increase effective July 3, 1990, from 45 days to 90 days. Notwithstanding the 90-day maximum, both parties recognize that the Disciplinary Appeals Board could impose a longer suspension in lieu of termination.

17. NINE/EIGHTY WORK SCHEDULE

The parties agree to continue, on a voluntary basis, a nine/eighty work schedule for Deputy Probation Officer or Supervising Deputy Probation Officer in the bargaining unit. Supervising Probation Corrections Officers work 4/10 schedules as set forth in Section 7(I) and may not elect a nine/eighty work schedule.

The parties agree that Alternative and Flexible work Schedules, outside the parameters of the core schedule, are available promising there is adequate coverage for services and with department approval. Alternative Work Schedules are defined as 9/80 or 4/10 schedules. Flexible work Schedules are defined as 40-hours of work within a 7-day workweek. The standard schedule is defined as 7:00am to 6:00pm, Monday through Friday.

18. NO CHARGES ON PROBATIONARY TERMINATIONS

The parties agree that the County will no longer be required to prepare a statement to the file as to why an individual's probationary period was terminated.

19. PAYROLL DEDUCTIONS

A. California Probation, Parole and Correctional Association Dues

The County agrees that consistent with the requirements of the Auditor-Controller, employees in this bargaining unit shall be eligible to participate in a voluntary payroll deduction for California Probation, Parole and Correctional Association dues. The County shall inform SCDPOA of the Auditor-Controller's requirements to initiate the dues deduction.

B. Credit Union Deduction

The parties agree that the County will maintain a voluntary payroll deduction for the Valley First Credit Union.

C. Union Membership and Union Fees

1. The County will provide a payroll deduction for the Stanislaus County Deputy Probation Officers Association, pursuant to the following:
 - a. The Association shall submit a certification/list to the County that it has and will maintain individual employee authorizations for payroll deductions, signed by the individual, from whose salary or wages the deduction is to be made. The County shall rely upon written notification from the Association for any and all employee requests to cancel or change payroll deductions for membership dues.
 - b. The Association is responsible to obtain and maintain voluntary written authorization for dues deductions. Dues deductions shall automatically renew unless written notice is provided by the Association. The County shall honor any changes to dues amounts provided by the Association.
 - c. The Association is not required to provide a copy of individual employee authorizations to the County unless a dispute arises about the existence or terms of the authorization.
 - d. Deduction notification will be provided to County_Payroll@stancounty.com. Changes, cancellations, etc. received by the County prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Association notifies the County on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The County will make every effort to process earlier if possible.

- e. The County shall direct employee inquiries to cancel or change dues deductions to the Association. The County shall not make disparaging comments about the Association nor recommend another represented organization.
2. Monthly, the County shall provide the Association a roster of all employees in the Association's bargaining unit containing the name; job title; department; work location; membership status; work, home, and cell phone numbers; home address, and personal email address on file within the County's Human Resources database system (currently Peoplesoft). The parties recognize this is beyond legal requirements of providing a list every 120 days and new hires every 30 days of their hire date.
3. The County will also provide a list of County New Employee Orientation dates, a minimum of 60 days in advance.
4. The County shall provide the Association notice of County New Employee Orientation with new bargaining unit employees not less than 10 business days prior; and provide reasonable accommodations and a reasonable time to meet with the new employees not to exceed 30 minutes. The County shall provide release time for one Association member, including travel time, to participate in the County's New Employee Orientation. The County's New Employee Orientation may be held virtually or in person. SCDPOA shall make every effort to provide 48 hours' advance notice of their attendance to the County prior to any New Employee Orientation.
5. The Union agrees to indemnify and defend the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this section.

20. REDUCTION-IN-FORCE

The parties agree that the County Reduction-In-Force Policy included in this agreement as Attachment "A" applies to all employees covered by this agreement. At least 21 calendar days of advance notice will be given to employees affected by reduction-in-force actions.

21. PERSONAL PROPERTY DAMAGE PROCEDURE

The parties agree that the County policy providing for reimbursement to personal property such as clothing damaged or destroyed in the line of duty and without employee negligence will continue with the specific understanding that normal wear and tear is not covered as reimbursable and that any and all disputes arising out of this process will be referred for resolution to a County department head mutually agreed upon. If the parties cannot agree on a particular department head, one will be selected by an alternate striking

method. Normal wear and tear refers to the wearing out of articles of personal property or clothing that results over time and through no sudden or unusual occurrence such as line of duty accident. This covers the fact that many articles of clothing wear out with age and would be replaced in the normal course of our personal lives.

22. SICK LEAVE

A. Cashout Provisions

Employees who leave County service as a result of death, disability retirement, or service retirement excluding deferred retirement, shall receive cash for accrued, but unused sick leave on the books at the rate of 50% of the salary equivalent of such sick leave.

Employees with more than six years of service as a "regular" employee shall receive cash for accrued, but unused sick leave on the books at the rate of 25% of the salary equivalent of such sick leave upon voluntarily terminating County service for any reason other than retirement as described above. Terminations for cause, regardless of the length of service shall result in zero cash-out of accrued sick leave.

Employees in a "regular" employment status for six years or less who terminate County service for all other reasons except due to a reduction-in-force action as provided by the "Reduction-in-Force Policy," including but not limited to a deferred retirement, resignation and discharge, are not eligible to receive any cash-out of unused sick leave. Employees with one year of service or more who are laid off due to a reduction-in-force action shall continue to be eligible for the 25% sick leave cash-out as provided by existing County policy.

The maximum amount of sick leave that shall be applied toward the cash out provisions as provided for in the MOU shall be 600 hours. For example, if an employee retires from County service, he or she would be cashed out for 50% of 600 hours or 300 hours. Time in excess of the 600 hours may continue to accrue and be used in the case of illness.

In addition, any current employee who has accrued time in excess of 600 hours may, upon retirement, consistent with current MOU provisions, cash out the amount of time accrued as of the pay period ending January 6, 1995. The total sick leave accrual on this date shall become the employee's individual maximum or cap for sick leave cashout purposes while the employee remains in the continuous employment of the County. For example, if the employee has 1000 hours on the date the cashout maximum takes effect, he or she would be cashed out for 50% of 1000 hours or 500 hours upon retirement. Any time accrued and in excess of this time will not be subject to cashout.

The purpose of this provision is to place a ceiling on the County's cashout liability for sick leave while maintaining unlimited accrual of sick leave for catastrophic illness.

Furthermore, the County agrees all sick leave accrued above the employee's individual cash out maximum shall be covered toward service credit upon retirement on an hour-for hour basis.

B. Conversion of Sick Leave Cashout Benefits to Health Insurance Upon Retirement

If the County establishes a program which allows for the conversion of sick leave cashout benefits to cover the cost of health premiums upon retirement, that program will be made available to all employees covered by this agreement. The parties agree to meet and confer prior to implementation. This program must meet the criteria of the Auditor-Controller and Internal Revenue Codes for tax purposes.

23. MILEAGE REIMBURSEMENT

Mileage reimbursement rates will be established by the County Auditor-Controller effective January of each year based on the rates published by the IRS. This provision will be implemented in January 2007.

24. WORK TIME REPORTING REQUIREMENTS

- A. Both parties agree to the importance of having accurate reporting of work time entered on timesheets or into the electronic timecard system in order to ensure:
 - 1. The data necessary for the accurate and timely payment of wages is collected;
 - 2. Compliance with appropriate governmental regulations; and
 - 3. The required supporting documentation is maintained.
- B. Employees are required to report all time worked on timesheets or into the electronic timecard system. This includes entering time-in and time-out for each work day. For timekeeping purposes, time-in is the time you begin work and time-out is the time you break from work for a meal period or leave work for the assigned day or shift. The payroll system allows for employees to enter actual start and end times to the minute and this would be the expectation for all employees when reporting time on timesheets or into the electronic timecard system.
- C. When evaluating employee attendance actual start and stop times will be used.

25. PHYSICAL AGILITY ASSESSMENT FOR MINIMUM QUALIFICATIONS FOR

THE DEPUTY PROBATION OFFICER CLASSIFICATION

The parties agree there is a need to assess the physical suitability of prospective employees to meet the rigors of the Deputy Probation Officer classification. The Parties agree to the following terms and conditions of incorporating a physical agility assessment into the minimum qualifications of the Deputy Probation Officer classifications as follows:

- A. The physical agility assessment will be administered by the County as part of the employment screening process consisting of physical elements where prospective employees will earn a pass/fail score.
- B. The physical agility assessment will consist of the following elements:
 - 1. **Prone Plank:** Lie on the ground in the prone position and raise body off the ground in a straight posture supported only by forearms/elbows. Keep body raised off the ground and hold posture for 30 seconds. Rest 20 seconds and repeat two more cycles for a total of 3-30 second prone planks.
 - 2. **Body Drag:** Lift and drag a 165 lb. life-like dummy 32 feet in 15 seconds or less.
 - 3. **Stair Climb:** Run 15 yards, climb up a flight of stairs making contact with each step, turn around at the top and climb down the flight of stairs making contact with each step, sprint 15 yards back to starting line in 30 seconds or less.
 - 4. **Scale Chain Link Fence:** Run 5 yards to a 6 foot chain link fence, climb over the fence, and continue running for 25 yards in 25 seconds or less.
 - 5. **Scale Solid Fence:** Run 5 yards to a 6-foot solid fence, climb over the fence, and continue running for 25 yards in 30 seconds or less.
 - 6. **Obstacle Course:** Run a 99-yard obstacle course in 30 seconds or less. The course consists of several sharp turns, number of curb height obstacles, and a 34-inch high obstacle that must be vaulted.
 - 7. **Endurance Challenge:** Run 500 yards in 2 and a half minutes followed by performing 10 push-ups in 20 seconds or less.
 - 8. **Trigger Pull:** Raise an unloaded pistol to shoulder height with arm fully extended and unsupported. Pull the trigger at least 40 times with the dominant hand within 1 minute and repeat the test with the weak hand side.

26. SAFETY EQUIPMENT

For employees regularly assigned to field duties, the basic equipment listed below will be provided. When an employee not regularly assigned to be in the field is selected to conduct field activities, the basic safety equipment listed below shall be issued upon request prior to the field activity/operation. For employees who are not regularly assigned to field work, there may be occasion when new safety equipment is not readily available prior to the first field activity/operation. The Department will then look for other options to provide necessary equipment. Equipment will be replaced as necessary due to normal wear and tear or damage caused while on duty.

Basic Issue

- Duty Belt
- Inner Duty Belt
- Four (4) Belt Keepers
- Two (2) Pairs Handcuffs and Keys
- Radio
- Radio Holder
- Handcuff Case
- O/C or Pepper Spray
- O/C or Pepper Spray Holder
- ASP Baton
- ASP Holder
- Body Armor Level II or IIIA
- Flashlight
- Flashlight Holder
- Rain Jacket (cold/wet weather)
- Tactical/Raid Vest
- Utility/Gear Bag
- Narcan
- Tourniquet
- IFAC (individual first aid kit)
- Name Plate
- Two (2) sleeve patches for rain jacket
- Safety Vest (traffic)

Additional Issue for Armed Officer

- Duty Holster
- U/C Holster
- Double Magazine Pouch
- U/C Magazine/cuff Combo
- Rail light
- Body Worn Camera
- Body Worn Camera Mount
- Taser

- Taser Holster

Additional safety equipment may be available based upon special assignment.

The Department will issue equipment based upon assignment and maintains the right to reassign personnel based on the Chief's discretion.

27. PEACE OFFICER ADMINISTRATIVE APPEAL PROCESS

The following procedure is created pursuant to Government Code Section 3304.5 to establish an administrative appeal process for peace officers who may be subject to a loss of merit, assignment, or specialized pay as a result of a transfer of assignment. This procedure does not apply to disciplinary actions that result in proposed dismissal, demotion, suspension (or reduction in pay in lieu of suspension), or transfer for purposes of punishment. This procedure shall not replace the disciplinary appeal process established by existing County ordinances, Personnel Rules, Department Policy, and provisions contained in applicable Memoranda of Understanding.

Administrative Appeal Procedure

This procedure applies to peace officers requesting administrative review of alleged punitive transfers.

1. **Right to an Opportunity for an Administrative Hearing**

- A. Any Peace Officer as defined by Government Code Section 3301, who is subject to a loss of merit, assignment, or specialized pay through a transfer other than dismissal, demotion, suspension (or reduction in pay in lieu of suspension), or transfer for purposes of punishment, is entitled to an opportunity to appeal such action prior to its imposition.
- B. Peace officers subjected to dismissal, demotion, suspension (or reduction in pay in lieu of suspension), or transfer for purposes of punishment shall continue to be entitled to an appeal in accordance with existing County ordinances, Personnel Rules, Department Policy, and provisions contained in his/her applicable Memoranda of Understanding.
- C. Appeals for written reprimands will be provided in compliance with department policy.
- D. A peace officer who appeals a transfer under this procedure shall bear his/her own costs in association with the appeal hearing, including but not limited to, any and all attorney fees.

2. **Notice of Appeal**

- A. A peace officer may appeal an alleged punitive transfer in a written request to the manager who issued the action within seven (7) working days of receipt of the notice of transfer.
- B. The manager will transfer the appeal to the Assistant Chief Probation Officer within three (3) working days of receipt.
- C. Absent a written stipulation to the contrary, the employee will be provided with an administrative hearing before a Hearing Officer within ten (10) working days from the date the appeal is received by the Assistant Chief Probation Officer unless otherwise mutually agreed upon in writing.
- D. The administrative hearing shall not be extended more than thirty (30) days from the date the appeal is received by the Assistant Chief Probation Officer.

3. **Hearing Officer**

- A. The Assistant Chief Probation Officer shall serve as the Hearing Officer. Alternatively, the Assistant Chief Probation Officer may designate a Division Director from outside of the peace officer's chain of command to serve as the Hearing Officer. In all instances the hearing officer will be a neutral party.

4. **Burden of Proof/Persuasion**

- A. The purpose of the hearing shall be to provide the affected peace officer an opportunity to appeal a transfer s/he believes may be punitive and establish a record of the circumstances surrounding the action.
- B. The affected peace officer shall have the burden of proving the transfer is punitive based upon a preponderance of evidence.

5. **Conduct of Hearing**

- A. This administrative hearing is not intended to be an adversarial or formal hearing.
- B. The parties may present opening statements.
- C. The affected peace officer or his/her representative may present an oral or written argument to the Hearing Officer.
- D. The formal rules of evidence do not apply; however, the parties may present evidence that is sufficiently material to affect the outcome of the hearing as determined by the Hearing Officer.

- E. The affected peace officer may not call or cross-examine witnesses unless specifically allowed by the Hearing Officer.
- F. The parties may present closing arguments.
- G. If the affected peace officer or his/her representative fails to appear for the scheduled hearing, the transfer will be upheld by the Hearing Officer.

6. **Recording of the Hearing**

- A. Either of the involved parties may elect to record the hearing.

7. **Representation**

- A. The affected peace officer may have present, an uninvolved representative at all stages of the proceedings. All costs associated with representation shall be borne by the employee.
- B. The Department shall also be entitled to representation at all stages of the proceedings.

8. **Decision**

- A. The Hearing Officer may sustain, modify or stop the transfer and his/her decision shall be final and binding.
- B. The Hearing Officer will prepare a written report that shall specifically address the following points:
 - 1. A determination of whether or not the proposed transfer is punitive.
 - 2. A determination of whether or not the proposed transfer is reasonable and proper.
 - 3. Record a disposition that identifies if the transfer is upheld, if any modifications will be placed upon the transfer, or to stop the transfer.
- C. The Hearing Officer shall serve the peace officer or the peace officer's representative with written notice of his/her decision within fifteen (15) working days of the hearing by personal service or first-class mail. Time may be waived by written mutual agreement.
- D. All materials related to the appeal and subsequent hearing shall be placed in the affected peace officer's personnel file.

28. SEVERABILITY

It is not the intent of the parties hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction over the subjects of this collective bargaining agreement, and the parties hereto agree that in the event that any provisions of this agreement are finally held or determined to be illegal or void or as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this agreement.

29. FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any and all prior or existing Memoranda of Understandings, and Agreements, regarding the matters set forth herein, whether formal or informal are hereby superseded and terminated in their entirety. Notwithstanding the foregoing, the Parties agree that the 2024 “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 and Supervising Probation Officers Working Limited Overtime Hours in the Juvenile Hall and Juvenile Commitment Facility” shall remain in full force and effect until otherwise modified by the parties thereto.
- B. Existing practices and/or benefits which have a direct effect on employee wages, hours, and other terms and conditions of employment, which are not referenced in the Agreement shall continue without change unless modified or abolished by mutual agreement of the parties.
- C. It is the intent of the parties that Ordinances, Board Resolutions, rules and regulations enacted pursuant to this Agreement be administered by mutual agreement of the parties.
- D. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement.

30. FUTURE MEET AND CONFER TOPICS

The parties agree during the term of this agreement to meet and confer at the request of either party to the extent required under the Meyers-Milias-Brown Act. These mutual, non-binding discussions are specifically limited to the following:

- A. Amend Stanislaus County Personnel Policies that are subject to Meet and Confer
- B. The impacts of legislation, including but not limited to SB 823, that take effect during the term of this agreement, and which may impact officer safety.

- C. Safety Equipment
- D. County's Leave of Absence Policies
- E. Modifications to the 2024 "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 and Supervising Probation Officers Working Limited Overtime Hours in the Juvenile Hall and Juvenile Commitment Facility," consistent with paragraph 7 thereof.

The County agrees that any changes made as a result of meet and confer pursuant to this section shall not result in a loss of salary, compensation or cafeterias contributions currently provided to Association members, except item Filling Vacancies/demotions, County Code 3.08.280e.

ATTACHMENTS

- A. Reduction-In-Force Policy
- B. Grievance Procedure - Including Binding Arbitration
- C. Discipline of Permanent Classified Employees