

**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. The qualified member must complete a one-time, department-approved orientation or have prior experience as a Group Supervisor or a Probation Corrections Officer to work in the Juvenile Institutions. Deputy Probation Officers who were deemed qualified to work in the Juvenile Institutions prior to January 1, 2019, are not required to attend the aforementioned 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 July 1, 2019.

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. For shifts that are available in advance, qualified members must obtain authorization from their supervisor to fill shifts. For shifts that immediately become available after normal working hours, on weekends or on holidays and where a supervisor cannot be contacted for authorization, qualified members are authorized to fill said shifts without their supervisor’s authorization. In situations where supervisor authorization cannot be obtained, qualified members must adhere to Lexipol Policy Section 941: Working Hours, Lexipol Policy Section 919: Overtime Compensation Requests and Stanislaus County Personnel Manual, Tab 10.
 - C. Work hours shall comply with the provisions of Lexipol Policy Section 941: Working Hours, Lexipol Policy Section 919: Overtime Compensation Requests and Stanislaus County Personnel Manual, Tab 10.
 - D. The Deputy Probation Officer may only be paid for time worked in the Juvenile Hall or Juvenile Commitment Facility in accordance with Lexipol Policy Section 919: Overtime Compensation Requests and Stanislaus County Personnel Manual, Tab 10.
4. All other unfilled shift positions shall be filled utilizing the mandated overtime list and associated procedures.
5. Members who volunteer to work unfilled shifts in the Juvenile Institutions on an observed holiday listed above shall be compensated at a rate of time-and-one-half for all hours worked and receive an additional eight (8) hours of vacation credit.
6. Members who volunteer to work unfilled shifts in the Juvenile Institutions from 11:00 pm to 7:00 am beginning on December 31st shall be compensated at a rate of time-and-one-half for hours worked and receive an additional eight (8) hours of vacation credit. Members who volunteer to work unfilled shifts in the Juvenile Institutions from 11:00 pm to 7:00 am beginning on January 1st shall be compensated at a rate of time-and-one-half for hours worked; however, they will not be eligible for receive vacation credit.

7. 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:



Mike Hamasaki, Chief Probation Officer



Leticia Ruano, Asst. Chief Probation Officer



Mark Ferriera, Superintendent Institutions

Unavailable to sign

Lindsey Pimentel, Human Resources Manager

7/2/19

Date

For the SCPCOA and the SCDPOA:



Mark Silveira, President, SCPCOA



Michael Walker, President, SCDPOA

7/1/19

Date