

**Letter of Agreement
Stanislaus County
And
Deputy Sheriffs' Association**

Whereas, Stanislaus County (County) and the Deputy Sheriffs' Association (DSA) entered into the current Memorandum of Understanding (MOU) on July 1, 2021; and

Whereas, the Memorandum of Understanding recognizes observed holidays under Article 12; and

Whereas, the Memorandum of Understanding under Article 12 (A) authorizes that only the immediate days of morning or a holiday declared by the President and the Governor shall be County holidays; and

Whereas, President Biden on June 17, 2021, signed the Juneteenth National Independence Day Act, making Juneteenth a federal holiday in the United States; and

Whereas, California Governor Newsom on September 29, 2022, approved Assembly Bill 1655 which adds Juneteenth to the list of state holidays; and

Whereas, the County worked to bring forward an update to County Code 3.48, Holidays to the Board of Supervisors to memorialize and harmonize the treatment of December 24th as a full-day holiday; and

Whereas, the Board of Supervisors amended County Code 3.48, Holidays on April 25, 2023, to include Christmas Eve (December 24th) and Juneteenth (June 19th); and

Therefore, effective the first full pay period which includes June 19, 2023, to align the MOU with County Code 3.48, Holidays, the language in Article 12, Sections A will be updated as follows:

A. County Holiday Policy

1. The County recognizes the following holidays, which are valued at eight (8) hours each (for a total of 96 hours). Holiday time taken off is on an hour-for-hour basis.

January 1, New Year's Day
Third Monday in January, Dr. Martin Luther King Jr. Day
Third Monday in February, Presidents' Day
Last Monday in May, Memorial Day
June 19th, Juneteenth National Independence Day
July 4, Independence Day
First Monday in September, Labor Day
November 11, Veterans' Day
Thursday in November designated as Thanksgiving Day
Day after Thanksgiving Day
December 24, Christmas Eve

December 25, Christmas Day

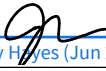
2. The parties recognize that only the immediate days of mourning or holiday declared by the President and Governor for which Federal and State offices are closed shall be County holidays in addition to the specific list of holidays above. The County may add holidays or additional hours beyond the minimums set forth in this agreement.
3. Employees must be in a paid employment status on the day before and the day after a holiday in order to receive holiday pay or holiday credit.
4. If January 1st, June 19th, July 4th, November 11th, or December 25th occurs on a Sunday, the following Monday shall be observed as the holiday for employees assigned to a 5-2 (Saturday & Sunday off) work schedule.
5. If January 1st, June 19th, July 4th, or November 11th occurs on a Saturday, the preceding Friday shall be observed as the holiday for employees assigned to a 5-2 (Saturday & Sunday off) work schedule.
6. Employees who are required to work on a recognized holiday, as determined by their work schedule, shall be entitled to equivalent vacation time off up to the maximum value of the individual holiday. For purposes of determining holiday credit, employees on a traditional 5-2 schedule (Saturday and Sunday off) will use the observed holiday while employees on shift schedules (alternate 5-2 shifts) will use the actual holiday.
7. Employees working 12-hour shifts (to be implemented in February 2015) will not be provided any paid holidays, holiday credit or half-time holiday pay for working on any County holiday. In lieu of receiving any time off or half-time pay, the County agrees to pay each employee on a 12-hour work shift the equivalent of 112 hours of annual holiday pay (combination of 96 recognized holiday hours and 16 floating holiday hours) to be paid over 26 equal payments per year with each pay period and based on the employee's regular hourly rate. Holiday in-lieu pay will not be paid for any pay period in which the employee is on unpaid leave for a full pay period.

All other terms and conditions remain unchanged in, Article 12 of the DSA Memorandum of Understanding.

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This agreement will be finalized after signatures by all parties. The letter of agreement will remain effective through the term of the current MOU expiring June 30, 2025 with intent by both parties to memorialize the updated language in the subsequent MOU.

For the County:


[Jody Hayes \(Jun 22, 2023 17:33 PDT\)](#)

Jody Hayes, CEO

For DSA:

Joe Alves
[Joe Alves \(Jun 8, 2023 06:15 PDT\)](#)

Joe Alves, DSA