

**Letter of Agreement  
Stanislaus County  
And  
Stanislaus Sworn Deputies Association**

Pursuant to this agreement between the County of Stanislaus (County) and the Stanislaus Sworn Deputies Association (SSDA) the parties agree as follows:

Whereas, the County and SSDA) entered into the current Memorandum of Understanding (MOU) on July 1, 2020; and

Whereas, the Memorandum of Understanding recognizes on-call pay under Article 4, special/collateral assignment process under Article 9, and safety equipment under Article 10; and

Whereas, the County and SSDA agreed that it was mutually important to review operational changes to the MOU; and

Whereas, on August 23, 2023, the County and DSA entered into a tentative agreement to approve operational changes for DSA bargaining unit members and clean up language to the MOU; and

Therefore, the County and SSDA agree the following terms of the current MOU are changed by this Letter of Agreement, to be effective the date all parties sign the Letter of Agreement:

**Article 4.5 ON-CALL PAY**

Any member of this bargaining unit who is required to stay available and accessible in an on-call capacity shall be compensated for this on-call assignment.

A member is deemed “available and accessible” when:

- A. They can leave their residence within thirty (30) minutes and respond in a reasonable time; and
- B. There is no alcohol or legally prescribed prescription impairment.

Employees who are on-call shall be compensated two hundred fifty dollars (\$250.00) for each seven (7) day period of on-call assignment. If the on-call assignment is for less than a full seven (7) day period, on-call pay shall be paid on a per diem basis (calculated at thirty-five dollars seventy-one cents (\$35.71) per day).

***All other terms and conditions remain unchanged in, Article 4 of the SSDA MOU.***

**Article 9 Special/Collateral Assignment Process**

**9(B) Overtime List**

The Department will establish an Overtime List at the start of each bi-annual shift change and will place deputies on the list in order of least seniority. Deputies may be ordered in off the Overtime

List, based on their position on the Overtime List, should there not be any volunteers for a particular overtime shift. When a deputy receives credit for an overtime shift, as set forth below, they will be moved to the bottom of the Overtime List. The Overtime List will be reset at the start of each bi-annual shift change.

The Department shall create two lists for overtime. List "A" shall consist of assignments considered credited overtime and shall drop employees to the bottom of the overtime list. List "B" shall consist of assignments not considered credited overtime and will not drop employees to the bottom of the employee overtime list. List "A" and list "B" shall be viewable on the "G" drive. Both lists can be modified at any time upon mutual agreement between the Department and Association.

The Sheriff or their designee shall have the option to order employees in on overtime. Employees ordered in on overtime will receive credited overtime and will be dropped to the bottom of the overtime list.

Deputies will receive credit on the Overtime List when they sign up from list "A" through a posting in Intime. The date of credit will be the date/time the sign up is approved in Intime.

If the department cancels a shift or overtime within 14 days, the deputy will still receive credit on the overtime list from the posting they signed up for or when they were called in. If the shift is cancelled outside of 14 days, the deputy will move back to position on the list where they were prior.

If a deputy calls in sick for an OT day, they will move back to their position on the overtime list where they were prior to signing up or being called in.

#### 9(C) Contract Cities and Court

Assignments to Contract City Patrol, Court Services, or state/federal JPAs shall not be considered Special Assignments for incentive pay purposes. The Contract City assignment shall be a two (2) year term for Contract Cities and five (5) years term for Courts.

Contract Cities and Court assignments may be extended for an additional two (2) years beyond the identified term based upon department need and discretion. Failure to approve an extension is not subject to the grievance procedure.

Contract Cities will be filled by selecting employees with the least seniority and at least one year on from their date of hire (based on date used to determine seniority as set forth in Article 8.1) and preferably off of probation. The Department may deny an assignment if an employee is having performance issues.

When the Sheriff's Department has cycled through a rotation of employees that have fulfilled their Contract City time the Department will need to assign employees for a second term. The second

rotation will start at the top of the seniority list and those who have completed two terms will be skipped.

Courts will be filled by selecting employees with the highest seniority and at least one year on from their date of hire (based on date used to determine seniority as set forth in Article 8.1) and preferably off probation. The Department may deny an assignment if an employee is having performance issues.

All other Collateral/Special Assignments not listed shall have a term of five (5) years.

9(D) Term of Assignment

<b>Collateral Assignment Duration</b>	
<b>Indefinite Assignment</b>	
Air Support – Licensed Aircraft Inspector	
Air Support – Pilot in Command	
Air Support Flight Officer – Non-Pilot	
Air Support Flight Officer – Pilot	
Air Support Licensed Mechanic	
Bomb Team	
Canine Trainer	
Canine Unit	
Designated Marksman	
Designated Range Master / Armorer	
Dive Team	
Training Officer (Field)	
Hostage Negotiator	
MAIT Team	
Mounted Unit	
SWAT Team	
UAS/Drones	
High Tech Crimes Unit	
<b>Seven (7) Year Assignment</b>	
Major Crimes Unit (MCU)	
<b>Five (5) Year Assignment</b>	
Background Investigator	
Detective – Special Victims Unit	
Detective – Gangs	
Detective – General Crimes (Includes Contract City Detectives)	
Detective – Marijuana Enforcement Team	
Detective – Special Investigation Unit (SIU), which includes Central Valley Gang Intelligence Taskforce (CVGIT), and Cannabis Joint terrorism Taskforce (JTTF)	
Civil Division Deputy	
Community Deputy (CRU)	
Gang Suppression Unit	
Internal Affairs	

School Resource Officer Special Vehicle Operations Unit Training Officer (Training Center) Traffic Motorcycle Deputy Transportation Deputy (With Appropriate Licensing)
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*All other terms and conditions remain unchanged in, Article 9 of the SSSA MOU.*

## Article 10 Safety Equipment

### 10.1 SAFETY EQUIPMENT

A. The following items shall be purchased by and available from the County and replaced as necessary due to normal wear and tear or damaged caused while on duty:

- Side arm (pistol) and ammunition
- Rifle or shotgun
- Less than lethal shotgun
- Taser
- Taser holder
- Leather duty-belt
- Duty holster
- Magazine pouch
- Key carrier
- Radio and radio holder
- One (1) pair of handcuffs and case
- One (1) mace/pepper spray and holder
- Baton and holder
- Body Armor Level II or IIIA (upon replacement due to expiration or attrition)
  - The Department may offer deputies the option to receive an outer vest carrier and pouches
- Rain jacket
- Safety vest
- Flashlight and holder

Additional safety equipment will be available based upon special assignment.

#### B. Body Armor

The Sheriff shall provide an option for Threat Level II or IIIA body armor to all sworn personnel in the Operations Division. All such personnel are required to wear the body armor; provided, however, the Sheriff may designate exceptions to the requirement for certain personnel. The Sheriff's designation of exceptions is not grievable or arbitrable.

## 10.2 Motor Officer Equipment

The Sheriff shall provide employees assigned motorcycle patrol duties with the following safety equipment in new condition:

- Safety glasses (day and night)
- Gloves (summer and winter)
- Helmet with visor
- Leather jacket
  - The Department may phase out leather jackets and replace them with “Motoport” gear (or equivalent)
- Riding pants (appropriately double layered with tapered legs)
- Motorcycle boots (with top rim buckle)
- “Motoport” gear (or equivalent)

## 10.3 Canine Handlers

The Sheriff shall provide employees assigned to canine duties with the following safety equipment:

- Bite sleeve
- Muzzle
- Tracking harness
- Leashes (four (4) feet and fifteen (15) feet)

Safety equipment shall remain the property of the County. Replacement equipment must be approved by the Sheriff or designee.

***All other terms and conditions remain unchanged in, Article 10 of the SSSA MOU.***

All other terms and conditions remain unchanged in the SSSA Memorandum of Understanding.

This agreement will be finalized and effective immediately after signatures by all parties. The letter of agreement will remain effective through the term of the current MOU expiring December 31, 2024 with intent by both parties to memorialize the updated language in the subsequent MOU.

For the County:

  
Jody Hayes (Nov 29, 2023 19:12 PST)

Jody Hayes, CEO

For SSSA:

  
R. Kirkbride (Dec 10, 2023 07:44 PST)

Randon Kirkbride, SSSA President