

December 16, 2023

SIDE LETTER AGREEMENT BETWEEN
COUNTY OF TULARE AND TULARE COUNTY PROBATION ASSOCIATION (TCPA)
REGARDING:

Temporary Reassignment of Staff

The County and the Tulare County Probation Association here by enter into this Side Letter Agreement confirming that:

Effective December 16, 2023, and through pay period 11, May 5, 2024, all Deputy Probation Officers (DPOs) will be required to choose four full (8 hour) shifts per pay period to work at the Juvenile Detention Facility (JDF) in lieu of their regular assignment.

1. The in lieu of shift selection will commence prior to the voluntary overtime selection for each pay period.
2. In lieu of shift selection will take place by seniority, pursuant to Article 12 of the TCPA MOU, with the senior DPO selecting four (4) full shifts for the pay period and then proceeding through the list. If DPOs are either on vacation or assigned training for five (5) days per pay period, then two (2) in lieu of shifts will be required to be worked that pay period. When staffing for the shifts has been met, in lieu of shift bidding will stop for the pay period. The next pay period in lieu of shift bidding will again commence with seniority.
3. DPOs will receive notification, by phone or email, to select in lieu of shifts based on normal business hours Monday to Friday, 8 a.m. to 5 p.m. DPOs will have one hour to respond and select their shifts, or they will be assigned four shifts based on Department needs. Staff will be able to view available shifts in real time on an updated spread sheet that can be accessed during normal business hours.
4. Voluntary overtime will then be completed pursuant to Article 9 of the TCPA MOU and be distributed to DPOs and Probation Correctional Officers (PCOs).
5. Available in lieu and overtime shifts will be determined by the needs of the Department, based on staffing requirements.
6. DPOs may not work the hours preceding and/or post their selected in lieu of shifts, in their regular assignment for overtime. Any overtime requires supervisor approval.
7. Effective the immediate pay period following such time as the Department's available PCO staffing level reaches 40 full time, fully trained (PCO Core and 40 hours of floor training at JDF) PCOs working at the JDF, (excluding staff on leave or accommodation having restrictions preventing assignment to the JDF); the requirement of all DPOs to choose four full (8 hour) shifts per pay period to work at the JDF in lieu of their regular assignment will be reduced by one full (8 hour) shift, providing staffing levels and youth population remains at this threshold. If DPOs are either on vacation or assigned training for five (5) days per pay period, then one (1) in lieu of shifts will be required to be worked that pay period when the staffing threshold is met.
8. Effective the immediate pay period proceeding such time as the Department's DPO staffing level of trained (PCO Bridge Core and 40 hours of floor training at the JDF) reaches 75 DPOs available, (excluding staff on leave or accommodation, having restrictions preventing assignment to the

JDF) to work at the JDF; the requirement of DPOs to choose four full (8 hour) shifts per pay period to work at the JDF in lieu of their regular assignment will be reduced by one full (8 hour) shift, providing staffing levels and youth population remains at this threshold. If DPOs are either on vacation or assigned training for five (5) days per pay period, then one (1) in lieu of shifts will be required to be worked that pay period if the staffing threshold is met.

9. No DPO will be permanently reassigned to any existing PCO position at JDF.
10. DPOs will not be subject to mandatory overtime.
11. PCOs will not be subject to mandatory overtime following the completion of a voluntary overtime shift.

This Side Letter Agreement is executed on December 16, 2023.

FOR County of Tulare

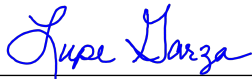
FOR Tulare County Probation Association

Lupe Garza

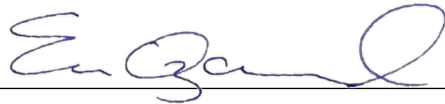
Print Name

Eric Azarvand

Print Name



Signature



Signature

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