

**Side Letter of Agreement
by and Between the
County of Madera and the
Madera Probation Management Association
[Probation Management Unit]**

This Side Letter Agreement (“Agreement”) is made and entered into by the Madera Probation Management Association (“Association”) and the County of Madera (“County”) collectively referred to as the “Parties.” Having met and conferred in good faith, the Parties hereby agree to modify Article 4.2 – Specified Wage Adjustments, section A – Appointment to a Position in a Class with a Higher Rate of Pay and section B – Temporary Assignment Pay/Working Out of Class of the Probation Management Unit’s Memorandum of Understanding (“MOU”) dated July 1, 2024 through June 30, 2025. The modified language shall read as follows:

ARTICLE 4.4 – SPECIFIED WAGE ADJUSTMENTS

A. Appointment to a Position in a Class with a Higher Rate of Pay Any

Employees appointed to a position of higher salary range than previously held as a result of promotion, position reclassification, or temporary assignment to work out-of-class, shall be paid at the nearest higher salary in the new range which will provide at least a five percent (5%) increase, except that no increase shall exceed the “H” Step of the new range. Salary increases pursuant to this Section shall be effective on the date of appointment, and in the case of a promotion or reclassification, a new anniversary date shall be established.

1. Working Out-of-Class (WOC)

Effective April 2020, when an Employee is temporarily assigned to perform all of the duties of a higher paid classification, the Employee will receive special compensation for the difference in pay between their regular classification and the higher classification. The amount of pay an Employee receives for work in the higher classification shall be in accordance with the terms of subdivision A above. Special compensation for working out-of-class is pensionable only for Classic CalPERS members. An Employee’s eligibility for overtime and leave accrual shall be pursuant to their regular classification.

All requests for working out-of-class shall be submitted to the Director of Human Resources for authorization or denial. To qualify for the additional compensation, an Employee must meet the minimum qualifications of the position in which they are working out-of-class.

The additional compensation will begin on the 15th consecutive regularly scheduled working day of such assignment, unless the Employer has knowledge that it will be an extended vacancy/absence (more than fifteen (15) days), in which case the acting pay differential shall commence immediately upon assignment.

B. Supplemental Pay for Additional Duties

When it has been determined an Employee must perform some of the duties of a higher level of responsibility due to an extended vacancy or absence of a superior in a higher classification, the County shall consider additional compensation for the added responsibilities. Additional compensation for supplemental pay is not pensionable. Supplemental pay for additional duties shall be approved by the Board of Supervisors.

All provisions of the MOU not amended by this side letter agreement shall remain in full force and effect.

Agreed this 23rd day of June, 2025.

County of Madera:

Madera Probation Management
Association:

Sabrina Mendez

Sabrina Mendez, Chief Negotiator

Andrew Toews

Andrew Toews (Jun 17, 2025 13:07 PDT)

Andrew Toews, President

Chenecua Dixon

Chenecua Dixon (Jun 17, 2025 13:14 PDT)

Chenecua Dixon, Director of Human
Resources

Side Letter of Agreement - Prob Mgt Working Out of Class

Final Audit Report

2025-06-24

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"Side Letter of Agreement - Prob Mgt Working Out of Class" History

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