

**Side Letter of Agreement  
by and Between the  
County of Madera and the  
AFSCME/Madera County Employees' Association (MCEA)  
[Clerical/Technical Units]**

This Side Letter Agreement ("Agreement") is made and entered into by the AFSCME/Madera County Employees' Association ("AFSCME/MCEA") 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 Clerical/Technical Units' Memorandum of Understanding ("MOU") dated July 1, 2024 through June 30, 2025. The modified language shall read as follows:

**ARTICLE 4.2 – SPECIFIED WAGE ADJUSTMENTS**

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

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.

**B. Temporary Assignment Pay/Working Out-of-Class**

Effective April 2020, when an Employee is temporarily assigned work out-of-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 15 days), in which case the acting pay differential shall commence immediately upon assignment.

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

Agreed this 21st day of July, 2025.

County of Madera:

AFSCME/MCEA:

*Sabrina Mendez*

*Jessica M Propst*

Jessica M Propst (Jul 21, 2025 07:32 PDT)

Sabrina Mendez, Chief Negotiator

Jessica Propst, President

*Chenecua Dixon*

Chenecua Dixon (Jul 21, 2025 16:49 PDT)

Chenecua Dixon, Director of Human Resources

*Debbie Macias*

Debbie Macias (Jul 21, 2025 15:54 PDT)

Debbie Macias, Business Agent - AFSCME

# Side Letter of Agreement - AFSCME Working Out of Class

Final Audit Report

2025-07-21

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 Agreement completed.

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