

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING SIDE LETTER ) RESOLUTION NO. 24-097  
OF AGREEMENT WITH THE AMADOR COUNTY )  
PROBATION OFFICERS' ASSOCIATION (POA) )  
AMENDMENTS AND EXTENSION )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Side Letter of Agreement between the County of Amador and the Probation Officers' Association (POA) as it relates to wages, arbitration costs and extending the term of the contract; and


BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador in a regular meeting thereof, held on the 30<sup>th</sup> day of July, 2024 by the following vote:

AYES: Brian Oneto, Patrick Crew, Frank Axe, Richard Forster, Jeff Brown

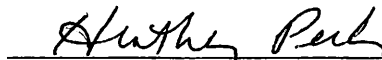
NOES: None

ABSENCE: None

  
\_\_\_\_\_  
Brian Oneto, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County,  
California

  
\_\_\_\_\_

2024 Side Letter of Agreement  
County of Amador and Amador County Probation Officers' Association  
Amendments and Extension

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and the Probation Officers Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a 2021-2025 Memorandum of Understanding and Side Letters of Agreement (hereinafter referred to collectively as the "MOU") setting forth terms and conditions of employment for certain County employees within the Probation Officers Association. The terms set forth below amend and extend the existing MOU. The Parties agree as follows:

III. MOU Amendments

A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g., ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. Appendix B Classification and Wages, attached hereto and referred to below, will replace the existing Appendix B Classification and Wages. The existing MOU will, in all other respects, remain in effect without change through the new term specified below.

B. Section 1 Agreement, Sub-Section 1.4. of the MOU is hereby amended to read as follows:

1.4 Except as otherwise provided herein, this Agreement shall be binding upon the County and the Association, or its successors, for the period October 1, 2021, through September 30, 2023~~6~~, upon ratification by the Board of Supervisors; but for any period subsequent to September 30, 2023~~6~~, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to renegotiation by the County and the Association in accordance with the provisions of this Agreement, and of the California Government Code §§3500-3510, or its successors.

C. Section 19 Disciplinary Actions , Sub-Section Costs 19.23. of the MOU is hereby amended to read as follows:

19.23 ~~The Arbitrator's fees and expenses for all appeals from disciplinary actions shall be paid by the County; provided, however, that each party shall pay for the presentation of its case. Additionally, the parties shall equally split the participation fees required by the American Arbitration Association or State Mediation and Conciliation Service (if any) and the cost of a Court Reporter if utilized.~~ ***All fees and expenses of arbitration, including the cost of a court reporter if utilized, shall be shared equally by the County and the Association; provided, however, that each party shall pay for the presentation of its case. If the Association elects not to pay for the arbitration, and the employee still elects to proceed to arbitration, the employee will be required to pay the Association's half. If the employee elects to proceed without the Association, then the employee shall pay a deposit equal to two (2) days of Arbitrator fees at the time the County and employee select the arbitrator. The deposit shall be held by the arbitrator unless the parties agree otherwise. If the parties do not agree and the arbitrator cannot accommodate holding the deposit,***

***the deposit shall be provided to the County Auditor to be held by the Treasurer. In no event will the County pay more than half the total expenses.***

***All fees associated with cancellation of arbitration shall be borne by the party requesting cancellation. If the County and the employee mutually agree upon cancellation of arbitration the fees associated with cancellation shall be split evenly between the parties.***

D. Section 26, Sub-Section 26.14 of the MOU is hereby amended to read as follows:

26.14. The wage schedule in the attached Appendix B governing base wage rates, reflects a base wage rate increase of three and one-half percent (3.5%) of September 30, 2021, base wage rates, effective September 19, 2021. A base wage rate increase of six percent (6%) of August 31, 2022, base wage rates, effective the pay period containing October 1, 2022. A base wage rate increase of three percent (3%) of August 31, 2023, base wage rates, effective the pay period containing October 1, 2023. ***A base wage rate increase of five percent (5%) of June 30, 2024, base wage rates, effective the pay period containing July 1, 2024.*** A base wage rate increase of three percent (3%) of August 31, 2024, base wage rates, effective the pay period containing October 1, 2024. ***A base wage rate increase of three percent (3%) of August 31, 2025, base wage rates, effective the pay period containing October 1, 2025.***

E. Section 27, Sub-Sections 27.1 and 27.2 of the MOU are hereby amended to read as follows:

27.1. Either the Association, or the County, shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations not earlier than June 1, 2025~~6~~, and not later than August 1, 2025~~6~~.

27.2. In the event that either the Association, or the County, elects to reopen negotiations in accordance with the above provision, their negotiations shall commence not later than August 10, 2025~~6~~; provided, however, that neither the Association, nor the County, shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 10, 2025~~6~~.

H. Section 28, Sub-Section 28.1 of the MOU is hereby amended to read as follows:

28.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on adoption by the Board of Supervisors and signing by its Chair and Chief Probation Officer, and shall remain in effect through September 30, 2025~~6~~. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Association notifies the other no later than August 1, 2025~~6~~, or within sixty (60) days of its expiration in later years if renewed automatically, of its request to modify, amend, or terminate this Agreement.

...


#### IV. General Provisions

- A. Upon adoption of this Side Letter of Agreement by the County Board of Supervisors, the Parties' respective duty to meet and confer over wage increases, as provided in the Parties' MOU prior to amendment as set forth above, shall be deemed to have been exhausted and concluded.
- B. This Side Letter of Agreement will take effect upon approval and adoption by the County Board of Supervisors.
- C. The Side Letter of Agreement modified language herein will be incorporated into any successor MOU by the Parties.
- D. The written terms herein embody the entire Side Letter of Agreement between the Parties.
- E. Section 19.23 shall apply to any discipline in which the employee receives the Section 19.8 Notice of Discipline after the adoption date listed below.


[Signatures on next page]

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on July 30, 2024.

COUNTY OF AMADOR, CALIFORNIA:

By:   
Brian Oneto Chairperson, Board of Supervisors

PROBATION OFFICERS ASSOCIATION:

By:   
President, Probation Officers Association

**PROBATION ASSOCIATION  
CLASSIFICATIONS AND WAGES  
5 % Wage Increase**

Effective 7/1/2024  
(Amended 7/30/2024)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	<b>SAFETY POSITIONS</b>						
2304	Deputy Probation Officer I	27.62	29.00	30.45	31.97	33.57	C
2883	Deputy Probation Officer II	33.41	35.08	36.83	38.68	40.61	C
3364	Deputy Probation Officer III	38.22	40.13	42.14	44.24	46.46	C
1752	Probation Aide	22.10	23.21	24.37	25.58	26.86	C
3744	Probation Unit Supervisor	42.02	44.12	46.33	48.64	51.08	C

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

# PROBATION ASSOCIATION CLASSIFICATIONS AND WAGES

## 3 % Wage Increase

Effective 10/01/2024

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	<b>SAFETY POSITIONS</b>						
2387	Deputy Probation Officer I	28.45	29.87	31.37	32.93	34.58	C
2983	Deputy Probation Officer II	34.41	36.13	37.94	39.83	41.83	C
3478	Deputy Probation Officer III	39.36	41.33	43.39	45.56	47.84	C
1818	Probation Aide	22.76	23.90	25.09	26.35	27.66	C
3870	Probation Unit Supervisor	43.28	45.44	47.72	50.10	52.61	C

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

# PROBATION ASSOCIATION CLASSIFICATIONS AND WAGES

## 3 % Wage Increase

Effective 10/01/2025

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	<b>SAFETY POSITIONS</b>						
2472	Deputy Probation Officer I	29.30	30.77	32.30	33.92	35.61	C
3086	Deputy Probation Officer II	35.44	37.21	39.07	41.03	43.08	C
3597	Deputy Probation Officer III	40.55	42.58	44.71	46.94	49.29	C
1887	Probation Aide	23.45	24.62	25.85	27.15	28.50	C
4000	Probation Unit Supervisor	44.58	46.81	49.15	51.61	54.19	C

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.