



Lakeside Plaza Building
1401 Lakeside Drive, Suite 200
Oakland, CA 94612-4305
TDD: (510) 272-3703

Human Resource Services

July 14, 2020

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: ADOPT SALARY ORDINANCE AMENDMENTS TO: 1) UPDATE SUBSECTION 1-1.1 TO ESTABLISH THE CLASSES OF ALL IN PHYSICIAN (#5142PA) & REGISTERED VETERINARY TECHNICIAN SAN (#8178N) & AMEND THE SALARY RANGE FOR THE CLASS OF HUMAN RESOURCES ANALYST (#0291CA), & 2) AMEND SUBSECTION 3-6.11; AND ADOPT ONE (1) SIDELETTER OF AGREEMENT WITH PPOA RELATED TO SECTION 3 (UNION SECURITY) OF THE MOU AS A RESULT OF THE JANUS DECISION/SB 866

Dear Board Members:

RECOMMENDATION:

A. Adopt Salary Ordinance amendments to:

- i. update Article 1, Section 1-1 (Pay Rate Schedules), Subsection 1-1.1 to 1) establish two (2) new classifications of ALL IN Physician (Job Code (“JC”) #5142PA) located in Alameda County and Registered Veterinary Technician, Services As Needed (“SAN”) (JC #8178N) located in the Alameda County Sheriff’s Office (“ACSO”), effective August 9, 2020; and 2) amend the salary range for one (1) classification of Human Resources Analyst (“HRA”) (JC #0291CA) located in the Human Resource Services (“HRS”) Department, effective August 9, 2020; and
- ii. amend Article 3, subsection 3-6.11 to add salary administration criteria for the new classification of ALL IN Physician (JC #5142PA).

B. Adopt one (1) Sideletter of Agreement between the County of Alameda (“County”) and the Probation Peace Officers’ Association (“PPOA”) to implement updates to Section 3 (Union Security) of the Memorandum of Understanding (“MOU”) related to Janus v. AFSCME decision and the implementation of Senate Bill (SB) 866.

DISCUSSION/SUMMARY:

Staff recommends establishing one (1) new classification of ALL IN Physician (JC #5142PA) in Alameda County, effective August 9, 2020. The creation of this classification was requested by the Board of Supervisors (“BOS”) to support ALL IN Alameda County, an effort that aims to increase the overall health and well-being of County residents. In collaboration with County government leaders, staff and community healthcare partners, the ALL IN Physician (JC #5142PA) will develop, innovate, and integrate programs and polices focused on health equity and social determinant of health interventions throughout the County. The ALL IN Physician (JC #5142PA) classification reports to the Countywide Initiative Program Coordinator (JC #0258SM). In addition, staff recommends amending Article 3, Section 3-6, subsection 3-6.11 of the Salary Ordinance to include salary administration criteria for this new classification, effective August 9, 2020.

Further, staff recommends establishing one (1) new classification of Registered Veterinary Technician, SAN (JC #8178N) in ACSO, effective August 9, 2020. ACSO requested the creation of this classification to address the need for a licensed professional veterinary technician with medical knowledge and clinical skills to assist the contracted veterinarian in providing

routine and emergency medical care to sheltered animals in the County Animal Control Services Unit. The Registered Veterinary Technician, SAN (JC# 8178N) classification reports to the Animal Services Supervisor (JC #8167SM).

Staff also recommends amending the salary range for one (1) classification of HRA (JC #0291CA) in the HRS Department, by lowering the salary range minimum by 4.11%. The consolidation of the HRA series from three (3) classifications (HRA I (JC #0279CA), HRA II (JC #0280CA) and HRA III (JC #0291CA)) to two (2) classifications (HRA Trainee (JC #0279CA) and HRA (JC #0291CA)), resulted in a salary gap that is outside the norm for flex-classifications. Staff discussed with the Alameda County Management Employees Association and reached agreement to lower the salary range minimum of the HRA classification by 4.11%. Therefore, staff recommends amending the salary range for the HRA classification (JC #0291CA), effective August 9, 2020.

Lastly, staff recommends that your Board adopt a Sideletter of Agreement (“Sideletter”) between the County and PPOA. On June 27, 2018, the United States Supreme Court issued its decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31 (AFSCME). The County took immediate action to ensure its statutory obligation to implement the decision and ceased the deduction of agency fee payments from all non-union member employees. Immediately following the Janus v. AFSCME decision, the State of California Governor signed SB 866 to address the handling of dues deductions, meet and confer over mass communications, and maintaining confidentiality of new employee orientations. As such, the County met and conferred with PPOA and reached agreement as reflected in the attached Sideletter on the changes to Section 3 (Union Security) of the MOU.

FINANCING:

Funds are available in the 2020-2021 Approved Budget and will be included in future years’ requested budgets to cover the costs resulting from the applicable actions.

VISION 2026 GOAL:

The Salary Ordinance amendments meet the 10x goal pathways of **Employment for All** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Very truly yours,

DocuSigned by:

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Joe Angelo, Director
Human Resource Services

- c: CAO
- Auditor-Controller
- County Counsel
- Sheriff
- Chief Probation Officer

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

O-2020-46

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2020 – 2021
COUNTY OF ALAMEDA SALARY ORDINANCE

The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

Article 1, Section 1-1, Subsection 1-1.1 of the County of Alameda Salary Ordinance is hereby amended as follows:

Job Code	Title	Unit Code	Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status	
0291	CA	Human Resources Analyst	R50	8/9/2020	3598.40			4554.40	X	
5142	PA	ALL IN Physician	R15	8/9/2020	9252.80			11242.40	X	
8178	N	Registered Veterinary Technician, SAN	012	8/9/2020	28.42	29.84	31.33	32.90	34.55	N

SECTION II

Article 3, Section 3-6, Subsections 3-6.11 of the County of Alameda Salary Ordinance are hereby amended as follows:

3-6.11 - The person employed under Job Codes 0260EM and 5142PA may be compensated at any biweekly amount within the salary range shown for that classification as determined by the Department Head. It is further provided that the salary shall not be subject to the Five Step Plan nor to the general adjustments prescribed for other County employees.

SECTION III

This ordinance shall take effect immediately, and before the expiration of fifteen days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **28th** day of **July, 2020**, to with:

AYES: Supervisors Carson, Chan, Haggerty, Miley & President Valle – 5

NOES: None

EXCUSED: None



PRESIDENT, BOARD OF SUPERVISORS

File No: 30502
Agenda No: 45
Document No: O-2020-46



I certify that the foregoing is a correct copy of a Ordinance adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk, Board of Supervisors

By: R Baugh
Deputy

**SIDELETTER OF AGREEMENT
BETWEEN THE
PROBATION PEACE OFFICERS' ASSOCIATION
AND
THE COUNTY OF ALAMEDA**

The County of Alameda (County) and the Probation Peace Officers' Association (PPOA) have met and conferred and reached this Sideletter of Agreement to the Memorandum of Understanding (MOU) regarding Section 3 (Union Security). This Sideletter of Agreement is intended to memorialize the agreement reached between the parties and is not intended to supersede any other terms and conditions of employment contained in the MOU.

The parties agree that Section 3 (Union Security) is replaced in its entirety as follows:

SECTION 3. UNION SECURITY

- A. **NOTICE OF RECOGNIZED UNION.** Each County department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included within each representation unit referred to in Section 1. hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The department or agency shall also give a written notice to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding (MOU) to be supplied by the Union.
- B. **UNION MEMBERS.** Employees in representation units referred to in Section 1. hereof, shall, either become or remain members of the Union or shall elect to be or remain a non-member. Union member dues deductions shall remain in full force and effect during the duration of this MOU. Employees who voluntarily are or who voluntarily become members of the Union shall remain members of the Union in good standing for the duration of this MOU. However, this provision shall not apply to any employees who within thirty (30) days prior to the expiration of this MOU withdraws from the Union by sending the Union a signed withdrawal letter.
- C. **PAYROLL DEDUCTIONS AND PAYOVER.** Upon certification by the Union that an employee has signed an authorization for the deduction of Union membership dues and/or designated fees, the County shall deduct the appropriate dues or fees, as established and as may be changed from time to time by the Union, from employee's pay, and remit such dues or fees to the Union. Employees requests to cancel or change such deductions must be directed to the Union, rather than to the County.

No later than December 1st of each year, the County shall provide to the Union the County's official annual calendar showing paydays for the following year. The Union will provide the County with written notice of each employee deduction authorization and/or revocation on or before Monday of a non-payday week. The effective date of the deductions and/or revocations of any existing authorizations for employees shall be the payday Friday following the Union's notification to the County of the deduction authorization or revocation.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status

for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.


- D. **HOLD HARMLESS.** The Union shall indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, and/or from complying with any Union requests for deductions or revocations made pursuant to this Section 3 (Union Security), provided that the County provides notice to the Union within thirty (30) days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes the Union's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds Union dues or fees, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- E. **NO STRIKE.** The Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties during the term of this Memorandum of Understanding. Failure to comply with this Section shall result in the termination of all agency fee deductions without jeopardy to any employee.
- F. **WAIVER OF ELECTION FOR NEWLY-REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS.** The accretion of classifications and/or employees to the representation units set forth in Section 1. of this MOU shall not require an election for the application of this provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within Section 1. of this MOU shall also not require an election for the application of this provision to such units.
- G. **EXCLUSION OF EMPLOYEES.** The provisions set forth in subsection B. herein, shall not apply to persons designated by the Board as management, supervisory or confidential nor to persons not in the classified civil service.

For the County:

DocuSigned by:

Bruce Heid
IEDA
Date

6/11/2020

DocuSigned by:

Margarita Zamora
Labor Relations Manager
Date


6/11/2020

For the Union:

DocuSigned by:

Will Yamada
Attorney
Date

6/8/2020

DocuSigned by:

Ibrahim Safir
President, PPOA
Date

6/11/2020