



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

Human Resource Services

October 12, 2021

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

SUBJECT: ADOPT 1) A MOU ORDINANCE AMENDMENT FOR THE ACCRETION OF THE CLASS OF JC #9702SM; 2) SALARY ORDINANCE AMENDMENTS TO SUBSECTIONS 1-1.1 TO ADJUST THE SALARY RANGE FOR THE CLASS OF JC #1229CA & 3-6.7 TO INCLUDE JC #1229CA AND SECTION 6-5; AND 3) A TOTAL OF 2 SIDELETTERS OF AGREEMENT BETWEEN THE COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL & THE COUNTY RELATED TO THE IMPLEMENTATION OF ASSEMBLY BILL 119 & SENATE BILL 866

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt an Ordinance amending the October 22, 2017 to November 12, 2022 Memorandum of Understanding (“MOU”) between the International Federation of Professional and Technical Engineers (“IFPTE”) Local 21, Civil Engineers Management Unit (“CEMU”) and the County of Alameda (“County”) by adding the classification of Real Estate Program Manager (Job Code (“JC”) #9702SM) effective October 31, 2021;
- B. Adopt Salary Ordinance amendments to update: i.) Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 to adjust and change the salary range structure for the Unrepresented classification of Executive Assistant to the County Administrator (JC #1229CA), located in the County Administrator’s Office (“CAO”) from a step class range to a deep class range by 15.77% effective October 31, 2021; ii.) Article 3, Section 3-6 (County Administrator Department), subsection 3-6.7, to add JC #1229CA to establish the salary administration criteria due to the change in salary range structure from a step class range to a deep class range and language clean up, effective October 31, 2021; and iii.) Article 6 Section 5 (Temporary Assignment to Higher-Level Vacancy) to allow the rate of pay to be set at your Board’s discretion, up to the top range, for all non-elected interim department head assignments; and waive automatically the requirement that the employee (non-elected interim department head assignment) be assigned to a higher-level position for a period of at least 60 consecutive workdays, effective upon Board appointment;
- C. Adopt one (1) Sideletter of Agreement (“SLA”) between the Alameda County Building and Construction Trades Council (“BTC”) and the County to implement provisions related to Union Access to New Employee Orientation and relevant updates to applicable sections of the current MOU related to the implementation of Assembly Bill (“AB”) 119 (Attachment 1); and
- D. Adopt one (1) SLA between BTC and the County to update various provisions in the MOU related to the implementation of the Janus v. AFSCME decision and Senate Bill (“SB”) 866 (Attachment 2).

DISCUSSION/SUMMARY:

On September 2, 2021, the Human Resource Services Department received an accretion authorization petition (petition for union representation) by the incumbent in the single-position classification of Real Estate Program Manager (JC #9702SM) to be represented by IFPTE Local 21, CEMU. Staff evaluated said petition, and on September 8, 2021, determined and notified said incumbent that the classification of Real Estate Program Manager (JC #9702SM) is appropriate to be represented by IFPTE Local 21, CEMU (Representation Unit R30). Thereafter, on September 16, 2021, staff extended an offer to meet and confer to IFPTE Local 21, CEMU on the recommendation to accrete said classification to the bargaining unit. On September 23, 2021, the IFPTE Local 21, CEMU representative responded by declining the offer to meet as they are fully supportive of this recommendation. Thus, the County and IFPTE Local 21, CEMU have agreement to amend the October 22, 2017 to November 12, 2022 MOU to include the classification of Real Estate Program Manager (JC #9702) as petitioned to be represented IFPTE Local 21, CEMU.

In addition, staff reviewed the salary for the Unrepresented classification of Executive Assistant to the County Administrator (JC #1229CA) in CAO. Staff determined that due to the critical role and varied and complex work performed; in addition to historical records that indicate a challenging position to recruit for, staff recommends adjusting the salary for said classification by 15.77% and changing the salary range structure from the current five-step salary range to a deep class salary range, including some language clean up, effective October 31, 2021.

Further, given the time sensitivity to fill non-elected interim department head assignments, greater flexibility in the salary administration and 60-day waiver process is recommended. As such, staff recommend that your Board set the salary for said assignments at your discretion, and that the 60-day consecutive workday waiting period be automatically waived.

This amendment will further allow your Board to continue to select the talent necessary to effectively run a County department/agency on an interim basis while providing competitive compensation that is commensurate with responsibilities of that office. Additionally, the associated onboarding documentation will be further streamlined.

Lastly, staff request that your Board adopt a SLA between BTC and the County to implement provisions related to Union Access to New Employee Orientation and relevant updates to applicable sections of the current MOU. On June 27, 2017, AB 119 was signed into law and went into effect immediately and included Government Code §3555-3559 requiring public employers to provide recognized public employee unions the right of access to new employee orientations with the structure, time, and manner of such orientation access to be subject to the collective bargaining process. The Bill also required that the public employer provide the exclusive representative with specific employee contact information for newly-hired employees and for all employees in the bargaining unit within specific timeframes.

Thereafter, 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 BTC and reached agreement as reflected in the SLA as well as changes to applicable and related provisions in the current MOU.

FINANCING:

Funds are available in the 2021-2022 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the applicable action(s).

VISION 2026 GOAL:

The annual Ordinance adoption 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:

2CC022F934DA404...
Joe Angelo, Director
Human Resource Services

c: CAO
Auditor-Controller
County Counsel
Agency/Department Heads

SECOND READING - CONTINUED FROM 10/12/2021

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING
THE OCTOBER 22, 2017 TO NOVEMBER 12, 2022
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS LOCAL 21
CIVIL ENGINEERS MANAGEMENT UNIT (CEMU)
AND THE
COUNTY OF ALAMEDA

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

SECTION I

The Appendix A in the October 22, 2017 to November 12, 2022 Memorandum of Understanding (“MOU”) between the International Federation of Professional and Technical Employees (“IFPTE”) Local 21, Civil Engineers Management Unit (“CEMU”) and the County of Alameda (“County”), applicable to employees in Representation Unit R30, is hereby amended by the addition thereto of the following job code and title, to be effective October 31, 2021:

Job Code 9702SM, Real Estate Program Manager

SECTION II

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.

**SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA
AND
BUILDING AND CONSTRUCTION TRADES COUNCIL

UNION ACCESS TO NEW EMPLOYEE ORIENTATION (AB 119)**

The parties to this Sideletter of Agreement (“Agreement”) are the County of Alameda (“County”) and the Building and Construction Trades Council (“BTC”). This Sideletter is the result of discussions between the parties to implement the California Assembly Bill (AB) 119, Government Code Sections 3555-3559 (union access to new employee orientation).

Currently, the Alameda County Human Resource Services (“HRS”) Employee Benefits Center (“EBC”) coordinates a countywide New Employee Orientation (“NEO”) for all new employees hired into the County. The EBC NEO is regularly scheduled on the Friday of the first week of a pay period, from 9:00 a.m. to 1:00 p.m.

To satisfy the requirements set forth in Government Code Sections 3555-3559, the County and BTC agree on the following:

1. **Designated Representative:** The County shall recognize the designated business representatives (one [1] representative for OE3 and one [1] representative for Local 342 as the points of contact for NEO related matters. BTC is responsible for updating the County, in writing, of any changes to the designated point of contact.
2. **EBC NEO Schedule:** The County shall provide BTC’s designated representatives with a list of the EBC’s scheduled NEO dates for the upcoming calendar year, no later than the last full pay period in December of each year. The EBC shall notify BTC’s designated representatives, as soon as possible, of any changes to the scheduled dates.
3. **NEO Notification and Employee Information:** Via email, the EBC will provide the BTC designated representatives a list of new employees who occupy classifications represented by BTC and scheduled to attend the upcoming NEO. The EBC will also provide BTC with a list of employees who have promoted, demoted, reinstated, or transferred into the bargaining unit, but are not scheduled to attend NEO. The list shall be provided no later than the Monday before the scheduled NEO date or as soon as a complete list of new employees is available. Under exigent circumstances, EBC may provide a shorter notice, in which case the EBC will provide the information as soon as possible prior to the new employee NEO meeting date.

The NEO notification shall include the employee’s name; classification; department; work location; work, home, and personal cell phone numbers; home address; work and personal email address on file with the County. If the County does not have the personal email address on file, this information shall not be provided.

4. **Presentation Time:** The County shall permit BTC to meet separately with newly hired employees represented by their bargaining unit and make a presentation of up to thirty (30) minutes from 8:15 – 8:45 a.m. The EBC will provide a space for the BTC representative to meet with the employees during this timeframe. Under no circumstances shall the BTC presentation exceed thirty (30) minutes from the EBC designated start time. If, for any reason,

BTC will not present at a scheduled NEO, the designated representative shall notify the EBC as soon as possible, but no later than ten (10) working days prior to the scheduled NEO session.

5. **Enrollment Forms:** As the custodian of records for BTC Membership, BTC is responsible for distributing and collecting any forms related to membership dues, general assessments and/or payment for any membership benefit program. The County shall forward directly to BTC any forms submitted to the County by an employee. BTC shall provide the County with a certified list of employees who authorized dues payroll deductions to BTC.

6. **Quarterly Bargaining Unit Member List:** On a quarterly basis, the County shall provide to BTC a list, in sortable electronic format, of all existing bargaining unit members on record as of the pay period containing March 1; June 1; September 1; and December 1 of each year, respectively. The list shall include the following information to the extent it is in the County's possession:
 - 1) Name
 - 2) Employee
 - 3) Identification Number
 - 4) Classification
 - 5) Job Code
 - 6) Union Code Description
 - 7) Work Address
 - 8) Work phone number
 - 9) Home Address
 - 10) Home Telephone number
 - 11) Personal Email Address.
 - 12) Personal Cell Phone Number

If the County does not have the home and personal phone numbers and/or the personal email address on file, this information shall not be provided.

7. **Presentation Release Time:** BTC Business Representatives shall conduct the NEO presentations covered under this agreement. In the event a BTC Shop Steward is designated to conduct the NEO presentation in lieu of the designated BTC Business Representative, only one (1) BTC Shop Steward will be granted release time to present at each NEO. Release time shall be granted in accordance with subsection 4.E.4. (Duties and Responsibilities of Stewards) of the BTC Memorandum of Understanding ("MOU") and shall not exceed the existing eight (8) hours per pay period allowed for Shop Steward Duties and Responsibilities. The parties agree to amend Section 4. (Union Bulletin Board, Meetings and Access to Employees), to allow BTC Shop Stewards to be granted release time, including reasonable time for travel to present at NEO, as follows:

SECTION 4. ACCESS TO EMPLOYEES; USE OF BULLETIN BOARDS; USE OF COUNTY FACILITIES; MEETINGS; SHOP STEWARDS; DATA

- 4.D. **MEETINGS.** Meetings of Union representatives and unit employees or a group of unit employees may be held on County property, provided, however, such meetings shall not be during working hours except as stated in subsection 4.E. (Shop Stewards) hereof.

4.E. SHOP STEWARDS.

1. **PURPOSE.** The County recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards, does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.
2. **ROLE OF STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the agency/department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, county or agency/department policy or MOU.
3. **SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Agency/Department Head in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Agency/Department Head shall be advised in writing of the steward being replaced and the steward named to take his/her place within thirty (30) calendar days of the new appointment. The union may appoint up to fourteen (14) shop stewards.
4. **DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.
 - a. Duties and Time Limits
 - 1) Shop Stewards Working Full Time. After obtaining supervisory permission, shop stewards employed full time will be permitted to leave their normal work area during on-duty time not to exceed eight (8) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action, or to present at New Employee Orientation (NEO) when a new employee in the bargaining unit is in attendance.
 - 2) Shop Stewards Working Less Than Full Time. After obtaining supervisory permission, shop stewards employed two-fifths (0.4) time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action, or to present at NEO when a new employee in the bargaining unit is in attendance.
 - 3) Permission to Investigate Grievance: To obtain permission to investigate grievance on on-duty time, the steward shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance.

The shop steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by stewards as part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing.

If, in the judgment of the supervisor, because of the necessity of maintaining an adequate level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance or a disciplinary action during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

- 4) Permission to Present at NEO: To obtain permission to present at the NEO, the Union's designated representative shall request release time to the Employee/Labor Relations Division at least three (3) working days before the scheduled NEO. Release time to present at the NEO shall not exceed thirty (30) minutes plus reasonable travel time and shall be counted towards the hours allowed per pay period under subsections 4.E.4.a.1. and 4.E.4.a.2. herein.

Upon request of release time by the Union through the Employee/Labor Relations Division, the Agency/Department shall coordinate with the appropriate supervisor of the shop steward to allow release time subject to non-interference with business needs.

- b. Stewards who are conducting duties as outlined in subsection 4.E.4.a. (Duties and Time Limits) shall report such time as union shop steward leave (payroll code "UNI") for timekeeping purposes.
- c. Stewards/employees who are on authorized release time to participate in the meet and confer process and/or on a Labor Management Team, shall report such time as meet and confer leave (payroll code "MCL") and labor management committee leave (payroll code "LMC"), respectively.
- d. Changes in Stewards or Number of Stewards. If management reassigns a shop steward which will leave his/her present shift or work location without a steward, the Union shall have the right to appoint a replacement. Should the Union wish to change stewards during the grievance procedure, it may do so provided that only one (1) steward will be allowed time off from work upon one (1) occasion to investigate the grievance.
- e. Shop Steward Signs. Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than four (4) inches by twelve (12) inches.

- 4.F. ACCESS TO RECORDS.** An employee shall be permitted to review his/her own personnel record. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

Letters of reprimand or warning will be removed from an employee's official personnel file upon request of the employee after five (5) years from the date of the letter, provided

the County has not initiated any subsequent corrective action of the employee. All requests must be presented in writing to the Agency/Department Head.

4.G. DATA TO UNION. The Employee Benefits Center shall provide a list of the names, classifications, department, work location, work telephone number(s), home address and home telephone number(s), work and personal email address on file with the County of all existing union members four (4) times annually in accordance with the Sideletter of Agreement addressing the Union Access to New Employee Orientation.

4.H. Stopping Participation: If for any reason BTC decides to cease participation in the County's General NEO, the designated business representative must notify the EBC at least thirty (30) calendar days prior to the date BTC is requesting to cease participation. If BTC ceases participation, any section in this Agreement referencing BTC participation in the NEO shall no longer apply. If BTC requests to reinstate their participation in the County's General NEO under the provisions of this Agreement, the designated business representative must notify the EBC at least thirty (30) calendar days prior to requesting reinstatement.

In the event EBC discontinues the NEO meeting, either the County or BTC may request to meet and confer to negotiate new terms under Government Code Section 3555-3559.

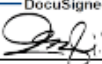
The parties have conferred and consulted with one another regarding the impact and have entered into this Sideletter in a good faith effort to address the issues raised by the County and BTC in order to protect, to the fullest extent possible, wages, hours, and terms and conditions of employment of County employees represented by BTC. This Sideletter runs parallel to and is an integral part of the MOU in effect between the County and BTC covering the period of July 29, 2018 through October 1, 2022.

WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of this Sideletter subject to the approval of this Agreement by the County of Alameda Board of Supervisors.

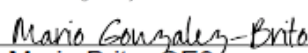
For the County


DocuSigned by:

Greg Ramirez, IEDA
9/14/2021
Date

DocuSigned by:

Margarita Zamora
Labor Relations Manager
9/14/2021
Date

For BTC

DocuSigned by:

Mario Brito, OE3
9/14/2021
Date

Business Representative
DocuSigned by:

Eddie Alvarez, Local 342
Public Sector Representative
9/14/2021
Date

**SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA
AND
BUILDING AND CONSTRUCTION TRADES COUNCIL

JANUS/SB 866**

The parties to this Sideletter of Agreement (“Agreement”) are the County of Alameda (“County”) and the Building and Constructions Trades Council (“BTC”). The provisions of this Agreement apply to County employees assigned to Units 002 and 060, represented by Operating Engineers Local 3 and Union Local 342. This Agreement is the result of discussions between the parties to implement the Janus v. AFSCME Supreme Court (“Janus”) Decision as well as the California Senate Bill (SB) 866 regarding BTC membership information sharing and dues collection.

The parties agree to modify the MOU as follows:

SECTION 1. RECOGNITION.

1.A. The County recognizes the Union as the exclusive bargaining representative for the following employees:

1. All full-time employees in classifications included in Bargaining Unit 002 and 062 as specifically enumerated in Appendix A-1 and Appendix C attached hereto.
2. All part-time employees in classifications included in Bargaining Unit 002 and 062 as referenced above, who are regularly scheduled to work two-fifths (0.4) or more time per pay period.

The County shall recognize the Union as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of the duties now included within the above-referenced classifications. On an as-needed basis or not less than twice annually, in the months of May and November, representatives of the County and Union shall meet for the purpose of assigning any other newly created Civil Service classifications to the appropriate bargaining units. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter.

1.B. In disputes between the County and the Union over the assignment of newly created Civil Service classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:

1. The arbitrator shall reject any claim by the Union to any newly created classification whose duties are substantially within the scope of (a) management designated classifications, e.g., project specialists, management specialists, administrative interns, or other administrative classifications; or (b) classifications represented by other employee organizations.
2. The arbitrator shall reject any claim of the Union to any newly created classification occupied exclusively by employees who work less than two-fifths (0.4) time.

3. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included within an Alameda County Building and Construction Trades Council-represented classification or if a newly created classification is without clear recent precedent in the County service, whether or not the duties of such classification are, in general character, similar to those within Alameda County Building and Construction Trades Council-represented units provided, however, that the arbitrator shall have no power to assign a supervisory classification, as defined in the National Labor Relations Act, to a non-supervisory bargaining unit represented by the Union. In case of an arbitration involving classifications without clear recent precedent in the County service, the arbitrator shall receive as relevant evidence the views of affected employees.
4. In the resolution of disputes arising from this Section 1, the parties agree on the selection of an arbitrator. In case of disagreement on the selection of the arbitrator, the provisions of subsection 26.H. of the MOU shall apply.

1.C. EXCLUSION OF EMPLOYEES. The provisions set forth in subsections 1A and 1B herein shall not apply to persons occupying positions designated as management, supervisory, or confidential, nor to persons not in the classified civil service. The County may designate positions as confidential in accordance with Administrative Code Section 3.04.020.

SECTION 3. UNION SECURITY.

3.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 the representation units referred to in Section 1. (Recognition) 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 MOU to be supplied by the Union.. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays Union dues.

3.B. UNION MEMBERSHIP. All employees covered by this MOU may become and remain members in good standing in the Union in accordance with the terms and provisions of the Union bylaws, by completing an application for Operating Engineers Local 3 or UA 342 membership and payroll deduction authorization ("authorization for deduction for Union membership") form.

Any employee who is or who becomes a member of the Union and has signed the authorization for deduction for Union membership form will have payroll dues deductions in accordance with subsection 3.C. (Payroll Deductions and Payover).

3.C. PAYROLL DEDUCTIONS AND PAYOVER. Upon certification by the Union that an employee has signed an authorization for deduction for Union membership dues and/or designated fees, the County shall deduct the appropriate, dues or fees and/or premiums for approved insurance programs as established and as may be changed from time to time by the Union, from employee's pay in conformity with State and County regulations. The County shall promptly remit such dues and/or fee to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than to the County.

County will forward to the Union a statement containing the names of the employees from whose pay and in what amount such deductions have been made and will simultaneously therewith remit the total amount of such monthly deductions to the Union.

No later than December 1st of each year, the County shall provide the Union the County's annual calendar showing paydays for the following year. The Union will provide the County with written notice of each employee dues deduction or revocation on or before the Monday of the non-payday week. The effective date of deductions 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.

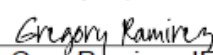
3.D. HOLD HARMLESS. The Union shall indemnify and hold the County, its officers, and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein. In no event shall the County be required to pay from its own funds, Union dues or fees, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

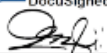
3.E. WAIVER OF ELECTION FOR NEWLY REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS. The accretion of classifications and/or employees to the representation units set forth in Section 1. (Recognition) of this MOU shall not require an election herein for the application of this provision to such classifications and/or employees. The recognition of newly established bargaining units and the inclusion of same within Section 1. (Recognition) of this MOU shall also not require an election herein for the application of this provision to such units.

The parties have conferred and consulted with one another regarding the impact and have entered into this Agreement in a good faith effort to address the issues raised by the County and BTC in order to protect, to the fullest extent possible, wages, hours, and terms and conditions of employment of County employees represented by BTC. This Agreement runs parallel to and is an integral part of the MOU in effect between the County and BTC covering the period of July 29, 2018 through October 1, 2022.

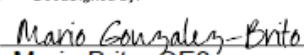
WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of this Agreement subject to the approval by the County of Alameda Board of Supervisors.


For the County

DocuSigned by:

Greg Ramirez, IEDA
9/14/2021
Date

DocuSigned by:

Margarita Zamora
Labor Relations Manager
9/14/2021
Date

For BTC

DocuSigned by:

Mario Brito, OE3
Business Representative
9/14/2021
Date

DocuSigned by:

Eddie Alvarez, Local 342
Public Sector Representative
9/14/2021
Date

SECOND READING - CONTINUED FROM 10/12/2021

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE 2021 – 2022 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
1229 CA	Executive Assistant to the County Administrator	U50	10/31/2021	3830.40 4434.40	4020.00	4221.60	4433.60	4654.40 5388.00	X

SECTION II

Article 3, Section 3-6, Subsection 3-6.7 of the County of Alameda Salary Ordinance is hereby amended, as follows:

3-6.7 - Persons employed under Job Codes 0224PA, 0240PA, 0243PA, 0245PA, 0250PA, 0251PA, 0252PA, 0253PA, 0254PA, 0255SM, 0259PA, 0270PA, 0271SM, 0469SM, 0470PA, 0475SM, 0478SM, 0486PA, 0487PA, 0488PA, 0489PA, 0490PA, 0491PA, 0492SM, 0493PA, 1008SM, ~~and 0258SM,~~ and 1229CA may be compensated at any biweekly amount within the range of salaries shown for those classes as determined by the Department Head. It is further provided that the salaries shall not be subject to the ~~five-5~~ step salary plan nor to general adjustments prescribed for other County employees. In order for an incumbent to receive a salary in excess of 22% ~~percent~~ above the first step, but not to exceed ~~five 5~~-percent (5%) below the top step the incumbent must meet criteria 1 or 2, and 3.

1. Regularly and individually handle complex assignments requiring skill, expertise, sensitivity, and judgment beyond that normally required for the journey level position.
2. Have lead responsibility over a group of positions in the same job class.
3. Achieve an above-average performance rating.

The top five percent (5%) of the respective salary range for each class ~~included in this note~~ is reserved for employees who are assigned, on a continuing basis, the most difficult and/or sensitive projects, those having administrative/managerial responsibilities not normally part of their ongoing assignment, and/or performance evaluations deemed by the Department Head to be extraordinary.

SECTION III

Article 6, Section 5, of the County of Alameda Salary Ordinance is hereby added, to read as follows:

SECTION 6-5. TEMPORARY ASSIGNMENT TO HIGHER-LEVEL VACANCY

An employee specifically assigned on a temporary basis to a higher-level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher-level position if the service in such position exceeds 10 days in any 12 month period, which payment shall be retroactive to the first day of such services; provided however, that the full range of duties of the higher-level position has been specifically assigned in writing by the Department Head or his/her designee. The rate of pay pursuant to this section shall be calculated as though the employee had been promoted to the higher-level position. However, the rate of pay for non-elected Board of Supervisors (BOS) interim department head assignments will be set at the Board's discretion, up to the top of range, for the following Job Codes 0035SE, 2950SE, 4190SE, 3260SE, 0190SE, 5050SE, 0295SE, 1849SE, 3170SE, 2055SE, 3140SE, 6150SE, 1005SE, and 6085SE.

The provisions of this section shall apply to a person employed in a position designated EM, SM, PA, CA, MA or M while temporarily assigned to a higher-level designated EM, SM, PA, CA, MA or M position, provided that the assignment is for a period of at least 60 consecutive workdays. The County Administrator and Director of Human Resource Services may waive or reduce the requirement that the employee be assigned to higher level position for a period of at least 60 consecutive workdays in those instances in which they determine that the requirement is likely to impair efficiency or result in a serious inequity. However, the 60-day consecutive workday waiting period shall be deemed automatically waived for non-elected BOS interim department head assignments serving in the following Job Codes 0035SE, 2950SE, 4190SE, 3260SE, 0190SE, 5050SE, 0295SE, 1849SE, 3170SE, 2055SE, 3140SE, 6150SE, 1005SE, and 6085SE.

SECTION IV

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.