



**Human Resource Services**

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March 26, 2019

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

SUBJECT: ONE (1) SIDELETTER OF AGREEMENT WITH SEIU, LOCAL 1021 RELATED TO FLEXIBLE WORK SCHEDULES IN PUBLIC HEALTH DEPARTMENT; AND ADOPT SALARY ORDINANCE AMENDMENTS FOR SECTIONS 3-21.8, 3-21.23, 3-21.9, 3-21.11, AND 3-21.13, AND THE PROGRAM/FINANCIAL SPECIALIST CLASSIFICATION (0306PA)

Dear Board Members:

**RECOMMENDATION:**

- A) Adopt a Sideletter of Agreement between the Service Employees International Union ("SEIU") Local 1021 and the County of Alameda ("County") to amend the Memorandum of Understanding (MOU) between SEIU Local 1021 and the County to allow a Flexible Work Schedule in the Public Health Department.
- B) Adopt Salary Ordinance amendments to 1) delete the following sub-sections of Section 3-21: 3-21.8 and 3-21.23 (related to word processing differential for management and non-management employees), and 3-21.9, 3-21.11, and 3-21.13 (various footnotes) as they are no longer applicable and in use; and 2) increase the salary range for the classification of Program/Financial Specialist (0306PA).

**DISCUSSION/SUMMARY:**

We recommend that your Board adopt a Sideletter of Agreement between the SEIU Local 1021 and the County to amend the MOU between SEIU Local 1021 and the County, specifically Section 7 (Overtime) to allow a Flexible Work Schedule in the Public Health Department, whereby employees who are on a flexible work schedule shall only be entitled to overtime compensation for the time worked in excess of their fixed flexible biweekly work schedule.

We also recommend deleting the following sub-sections of Section 3-21 in the Salary Ordinance: 3-21.8; 3-21.23; 3-21.9; 3-21.11; and 3-21.13. Specifically, as it relates to sub-sections 3-21.18 and 3-21.23, both Alameda County Management Employees Association (General Government and Confidential Units) ("ACMEA") and SEIU Local 1021 have signed sideletters of agreements as part of the current MOU's, dated October 6, 2017 and November 4, 2015, respectively, to eliminate these sub-sections. As part of the agreement with both bargaining units, affected employees received a one-time lump-sum payment in exchange for eliminating the word processing differential thereafter.

We further recommend deleting the following sub-sections of Section 3-21: a) 3-21.9 (that pertain to individuals who may have been designated to handle industrial relations assignments), as the Human Resource Services Department, Labor and Employee Relations Division staff handle the functions of industrial/labor relations; b) 3-21.11 is obsolete as public and retired members of the ACERA Board are not in an established County classification and their stipends are now covered by ACERA's policies; and c) 3-21.13 is obsolete as it specifies duties in the Social Services Agency (SSA) that no longer exist in the SSA. Labor organizations were notified of the deletions of these sub-sections in the Salary Ordinance.

As was previously communicated to your Board, these amendments to the Salary Ordinance are part of an ongoing project to remove obsolete provisions from the Salary Ordinance.

Lastly, as a result of a Sideletter of Agreement with the ACMEA and the County, staff conducted a classification review of the Program/Financial Specialist (0306PA) classification, which included a thorough analysis of the classification specification and salary. Based on the results of the review, staff has determined that a three percent (3%) salary increase is warranted for the classification.

**FINANCING:**

Funds are available in the 2018-2019 Approved Budget and will be included in future years' requested budgets to cover the costs associated with the salary increase for the Program/Financial Specialist classification.

**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,



Joe Angelo, Director  
Human Resource Services

c: CAO  
Auditor-Controller  
County Counsel  
Director, Health Care Services Agency  
Agency/Department Heads

  
By \_\_\_\_\_  
Kristy van Herick, Asst. County Counsel

O-2019-8

AN ORDINANCE AMENDING  
CERTAIN PROVISIONS OF THE 2018 - 2019  
COUNTY OF ALAMEDA SALARY ORDINANCE

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

SECTION I

**Article 3, Section 3-21** of the County of Alameda Salary Ordinance is hereby amended by deleting the following sub-sections 3-21.8, 3-21.9, 3-21.11, 3-21.13 and 3-21.23:

~~3-21.8 Unless provided elsewhere in this ordinance or in a current valid Memorandum of Understanding, any employee required to spend 25 percent or more working time performing the full range of word processing duties shall be compensated an additional 5 percent. These duties must include application of the various commands, text editing techniques, and text formatting. The employee must also have received formal on-the-job and/or vendor training on word processing equipment.~~

~~Effective October 22, 1995 for management employees, the provisions of paragraph one of this footnote do not apply to the following: (1) An employee newly hired, rehired, or reinstated to County service. (2) An employee receiving compensation pursuant to paragraph one of this note who is promoted, demoted or transferred into a position, in which such employee no longer meets the criteria of paragraph one.~~

~~Any management employee who meets the criteria in paragraph one and has the additional responsibility of providing formal on-the-job training to agency or department employees shall receive an additional 5 percent compensation. Persons providing formal on-the-job training only to those employees supervised as a part of their regular assignment are not eligible for this additional compensation.~~

~~Effective November 26, 2000, the provisions of paragraph one of this note will no longer apply to an SEIU represented employee who (1) is newly hired, reinstated, or rehired, or (2) is promoted, demoted, or transferred into another position. Effective January 21, 2001, the provisions of paragraph one will no longer apply to an SEIU represented employee who waives eligibility for compensation authorized in paragraph one by electing to receive a one-time lump sum payment of \$1,200. To receive this payment an employee must apply for the waiver and meet the eligibility requirements of the Sideletter of Agreement "Word Processing Differential" dated June 14, 2000.~~

~~Effective June 9, 2002, the provisions of paragraph one will not apply to any management employee newly hired, rehired or reinstated to County service, or an employee who is promoted, demoted or transferred into a position where the employee is required to spend 25 percent or more time performing the full range of word processing duties including application of various commands, text editing techniques and text formatting.~~

~~Effective June 9, 2002, the provisions of paragraph one will not apply to an ACMEA represented employee or unrepresented management employee who waives eligibility for compensation authorized in paragraph one by electing to receive a one-time lump sum payment of \$2,600. To receive this payment an employee must apply for the waiver and meet the eligibility requirements of the Sideletter of Agreement "Word Processing Differential," dated November 15, 2001.~~

~~Effective June 9, 2002, the provisions of paragraph three of this note will not apply to an ACMEA represented employee or unrepresented employee who waives eligibility for compensation authorized in paragraphs one and three by electing to receive a one-time lump sum payment of \$5,200. To receive this payment an employee must apply for the waiver and meet the eligibility requirements of the Sideletter of Agreement "Word Processing Differential," dated November 15, 2001.~~



Effective June 9, 2002, a management employee receiving compensation pursuant to paragraph one or three of this note will continue to receive the dollar amount being received on that date, provided that they continue to meet the criteria in paragraph one or paragraph three, and are not promoted, demoted or transferred into another position, or have not waived their eligibility for the compensation by accepting the one-time lump sum payment.

Effective within sixty days following adoption of the 2017-2022 ACMEA General Government and Confidential MOU, the provisions of this note will no longer apply to an ACMEA represented employee who is continuing to receive the word processing differential authorized in the text and shall instead receive a one-time lump sum payment of \$1,000.00. Upon payment, any and all provisions of this section shall no longer apply to ACMEA represented employees. (BOS approved 2/6/18)

Effective March 25, 2018, the provisions of this note shall no longer apply to an unrepresented M-designated employee (BOS approved 3/13/18)

~~3-21.9 Not to exceed two persons selected by the Board of Supervisors to serve as designated associate representatives for countywide industrial relations assignments on an ongoing basis shall receive no less than 2.6 percent additional compensation and no more than 5 percent additional compensation as determined by the Director of Human Resource Services.~~

~~3-21.11 Compensation for persons under Job Code 0014 who are the public members and the retired member of the Retirement Board shall be \$100 per scheduled meeting, excluding Committee meetings, not to exceed \$300 per month.~~

~~3-21.13 One person occupying a position under Job Code 6730SM when assigned as the Child Health Disability Prevention Director, shall be compensated an additional \$128.80 per biweekly pay period.~~

~~3-21.23 Effective January 1, 1995, a non-management employee receiving the word processing differential on that date will continue to receive that same dollar amount as long as s/he meets the original eligibility criteria and performs word processing tasks 30 percent or more of the time; an employee not receiving the word processing differential on that date, who meets the following negotiated eligibility criteria and performs word processing tasks 30 percent or more of the time shall be compensated an additional \$40 per pay period.~~

- ~~1. Retrieve and save documents;~~
- ~~2. Insert and delete text;~~
- ~~3. Copy and move text within a document;~~
- ~~4. Copy and move text between documents;~~
- ~~5. Text enhancements (e.g., bold, underline);~~
- ~~6. Change font style and size, if required as part of job;~~
- ~~7. Create columns and tables;~~
- ~~8. Create merge documents, if required as part of job;~~
- ~~9. Print documents;~~
- ~~10. Formatting techniques, as follows:~~
  - ~~a. set margins;~~
  - ~~b. set tabs;~~
  - ~~c. create headers and footers, and~~
  - ~~d. set automatic page numbering;~~
- ~~11. "Housekeeping tasks" (delete documents, copy to another disk, directory or library, etc.).~~

~~Any employee who meets the above criteria and has the additional responsibility of providing formal on-the-job training to agency or department employees shall receive 5 percent compensation, in addition to the compensation provided above. Persons providing formal on-the-job training only to those employees supervised as a part of their regular assignment are not eligible for this additional compensation.~~

Effective November 26, 2000, the provisions of paragraph one of this note will no longer apply to an SEIU represented employee who (1) is newly hired, reinstated, or rehired, or (2) is promoted, demoted, or transferred into another position. Effective January 21, 2001, the provisions of paragraph one will no longer apply to an SEIU represented employee who waives eligibility for compensation authorized in paragraph one by electing to receive a one-time lump sum payment of \$1,200. To receive this payment an employee must apply for the waiver and meet the eligibility requirements of the Sideletter of Agreement "Word Processing Differential" dated June 14, 2000.

**SECTION II**

**Article 1, Section 1-2, Subsection 1-2.2** of the County of Alameda Salary Ordinance is hereby amended to specify the following salary rate, to be effective on April 21, 2019.

Job Code		Title	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
0306	PA	Program/Financial Specialist	2606.40				3846.40

**SECTION III**

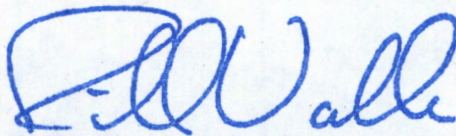
This ordinance shall take effect immediately, and before the expiration of fifteen days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 9<sup>th</sup> day of April, 2019, to wit:

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

**NOES:** None

**EXCUSED:** None



**PRESIDENT, BOARD OF SUPERVISORS**

File No: 30261  
Agenda No: 27  
Document No: O-2019-8



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 Bailey  
Deputy