



**Memorandum of Understanding
between**

**The City of Emeryville and the Management of Emeryville
Services Authority (MESA)**

and

**Confidential, Administrative, Managerial, And Professional
(CAMP) Employees**

July 1, 2023 through June 30, 2026

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CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL, AND
PROFESSIONAL EMPLOYEES
MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers Milias Brown Act (California Government Code Sections 3500, et. seq.) as amended. It has been jointly prepared and is the result of meeting and conferring in good faith and represents the complete understanding between the parties as to all matters upon which the parties reached agreement.

Section 1. Relationship of City and MESA

The Parties acknowledge that the City and MESA are separate legal entities. They shall each exercise the rights and carry out those duties provided under this MOU in a manner consistent with and to the extent authorized or required by their respective legal authority. Nothing herein precludes the City and MESA from agreeing to the joint exercise of any right or joint responsibility for carrying out a legal duty or jointly bearing an obligation under this MOU. To the extent this Memorandum of Understanding hereafter refers to the "Employer" the assignment or the related right, duty, or obligation between the City and MESA shall be as provided by this section.

Section 2. Recognition

The Employer recognizes the Emeryville Association of Confidential, Administrative, Managerial, and Professional Employees (CAMP), hereafter referred to as the "Association" as the exclusive bargaining representative of employees in those classifications set forth in Appendix A, attached hereto.

The Employer shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off duty times subject to space and security considerations. The Association shall provide timely advance notice of such meetings. The Employer shall provide reasonable space on bulletin boards for official Union notices at each central work area.

Section 3. Employer's Rights

The Parties agree that the Employer has the exclusive right to determine, and revise from time to time, the Employer's organizational structure, the Employer's mission, the levels and types of services to be performed, the methods, means, number and type of personnel by which Employer services are performed; the right to subcontract or contract out work performed by bargaining unit members; to determine work rules and attendance standards, standards of duty-related employee conduct; to determine the procedures, criteria, minimum qualifications, desirable qualifications, and other standards and requirements for selection for City or EMPLOYER employment, transfer or promotion; determine and enforce employee job performance standards, to determine and revise

the content of job classifications and the allocation of positions to job classifications in a manner consistent with applicable law and this Memorandum of Understanding; to hire, assign work, and direct the workforce; to evaluate employee performance; to determine the technology and equipment used in the performance of Employer services; to discipline or discharge employees subject to the terms of Section 15 of this Memorandum of Understanding; to lay employees off from work due to lack of funds or work, elimination of a position, reorganization or other lawful reasons; and the right to such steps as it deems appropriate in an emergency. The Employer's exercise of any right under this Section is not subject to the grievance procedure, except to the extent such exercise is expressly abridged by this Memorandum of Understanding.

The Parties acknowledge that they have extensively discussed the Employer's historic exercise of the rights described above and that each made proposals for this Section with respect to the listed rights as well as others potentially affecting the scope of representation. For purposes of determining the scope of the Employer's rights the parties agree that any proposal or portion thereof that was not incorporated in the above paragraph shall be deemed a nullity and treated as though the proposal or portion thereof had not been made.

Section 4. Discrimination Prohibited

The Employer and the Association agree that they shall not discriminate in any way on account of race, creed, religion, sex, national origin, political affiliation, handicap, age, or sexual orientation. The parties agree that neither will discriminate against an employee because of their legally protected participation in Association activities or because they refrain from such activity.

Section 5. Strikes and other Concerted Activity Prohibited.

The Association, its members and representatives agree that it and they will not engage in or authorize any primary or sympathy strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is in a condition conforming with applicable state and federal safety requirements) or to perform customary duties because of any dispute arising during the term of this Memorandum of Understanding; and neither the Association nor any representative thereof shall engage in job action for the purpose of effecting changes of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

Section 6. Salary

6.1 Cost of Living Adjustments (COLA)

Effective the first full pay period following City Council approval of this agreement, all classifications in the bargaining unit shall receive a salary increase of three and a half percent (3.5%). See Appendix A. In addition to the salary increase, the City will provide a one-time lump sum payment equivalent to the value of a three and a half percent (3.5%) salary increase for the period of July 1, 2023 through the implementation of the three and a half percent (3.5%) salary increase referenced above.

Effective the first full pay period in July 2024 all classifications in the bargaining unit shall receive salary increase of three and a half percent (3.5%). See Appendix B

Effective the first full pay period in July 2025, all classifications in the bargaining unit shall

receive salary increase of three and a half percent (3.5%). See Appendix C

6.2 Market Adjustment

Effective the first full pay period following City Council approval of this agreement, the following classifications in the bargaining unit shall receive a concurrent (i.e., non-compounding with the salary increase above) market adjustment to median, over 2 years, as follows:

1435	Economic Development and Housing Manager	.6%	.6%
1325	Environmental Programs Supervisor	.95%	.95%
1800	Management Analyst	1.3%	1.3%
1740	City Clerk	1.7%	1.7%
1015	Executive Assistant to the City Manager	4.75%	4.75%
1131	Assistant to the City Manager	4.75%	4.75%
1230	Police Services Manager	10.75%	10.75%
1415	City Manager Analyst	1.3%	1.3%

In addition, the City will provide bargaining unit employees employed on the date of payment a one-time lump sum payment equivalent to the value of the market adjustment increase for the period of July 1, 2023 through the implementation of market adjustment year 1 referenced above.

6.3 Recruitment and Retention Adjustments

Effective the first full pay period following City Council approval of this agreement, all classifications in the bargaining unit shall receive a recruitment/retention market adjustment increase of one and a half percent (1.5%).

In addition to the increase, the City will provide bargaining unit employees employed on the date of payment a one-time lump sum payment equivalent to the value of a one percent (1.5%) salary increase (including all premium pays and overtime) for the period of July 1, 2023, through the implementation of the one and a half percent (1.5%) recruitment/retention market adjustment increase referenced above.

Effective the first full pay period in July 2024 all classifications in the bargaining unit shall receive a recruitment/retention market adjustment of one and a half percent (1.5%). Effective the first full pay period in July 2025, all classifications in the bargaining unit shall receive a recruitment/retention market adjustment of one and a half percent (1.5%).

6.4. Overtime. Employees determined to be FLSA exempt are not eligible for overtime pay. In determining eligibility for overtime compensation for non-exempt employees, holidays and compensation time off used will count and other paid leaves will not count and employees must work forty (40) hours in a FLSA workweek (thirty-five [35] hours in a designated workweek for employees permanently assigned to report for work at City Hall) to be eligible for overtime.

6.4.1. Information Technology Analyst. If, during off-duty hours, an employee in the classification of Information Technology Analyst VII, is required to perform services within the scope of their City employment duties by means of a real-time telephonic or other real-time electronic oral conversation (e.g. a Skype call via laptop or desktop computer), they shall be compensated one (1) hour of pay at the overtime rate (1.5 times regular rate of pay). If there is more than one such oral conversation during the same one-hour period, an employee is only entitled to one (1) hour of pay at the overtime rate for the multiple phone communications. If such a conversation continues into the next hour after the start time of the first conversation, a second hour of overtime will apply. To be compensated for the one (1) hour of pay at the overtime rate, the employee is required to submit documentation acceptable to the Employer including the time, date, duration and substance of the conversation.

6.5. Special Assignment Pay. When represented employees, on a temporary basis, are assigned to special assignments, the Appointing Authority may award up to an additional 10% salary adjustment, for special assignments. Such discretionary additional compensation shall be assigned only for the regular and continuous performance of a special assignment, in addition to an employee's regular duties. It shall not be used as a merit or bonus payment. Special Assignment Pay must be approved by the Director of Human Resources and the City Manager.

6.6. Acting Pay. An employee assigned in writing by their Department Head and the City Manager, to perform all of the ordinary, day-to-day duties of a position of a higher classification for three (3) consecutive days shall be paid an additional five percent (5%) of the regular pay of their own classification, or the first step of the higher classification, whichever is greater, for such time worked in the higher classification. The City Manager has the sole discretion to appoint an employee to Acting (or Interim) Department Head, triggering this provision.

Section 7. Group Health and Welfare Benefits

7.1 Medical Benefits

The Employer shall continue to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical benefits for eligible active employees, and their eligible dependents, eligible retired employees, and eligible survivors of retired employees.

The Employer's contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by Public Employees Medical and Hospital Care Act (PEMHCA).

For the purpose of this section, a dependent is defined as a person who satisfies the definition of dependent in the CalPERS medical plan in which the employee is enrolled. Eligible dependents must also be enrolled in and covered by the plan. The eligible employee, retiree, or survivor shall be responsible for making any additional contributions needed to pay for this benefit as agreed upon in this Pay and Benefits Plan.

CalPERS may change carriers and plans; the Employer shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the Employer contracts for benefits with CalPERS for medical insurance benefits.

7.2 Section 125 Cafeteria Plan:

The Employer shall provide a contribution to the flexible benefits plan (Section Cafeteria 125 plan) for each full-time active employee in regular or probationary status enrolled in one of the CalPERS medical insurance plans offered by the Employer.

The Employer Contribution. **The Employer will pay 90% of the selected plan premium,** which includes the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by Public Employees Medical and Hospital Care Act (PEMHCA).

Additional Employee Contributions. **The employee will pay 10% of the selected plan** premium which shall be withheld from the employee's salary by the Employer on a pretax basis.

7.3 Dental Benefits

The Employer shall pay the full cost of coverage for employee and eligible dependent up to the family level under the Delta Dental Plan.

7.4 Vision Care

The Employer shall pay the full cost of coverage for employee and eligible dependent up to the family level under the Vision Service Plan (VSP).

If the Employer negotiates a different and greater dental benefit/program for the SEIU bargaining unit during negotiations between the Employer and SEIU underway at the time this Memorandum of Understanding is adopted by the City Council, then the City shall grant the higher benefit to the bargaining unit employees at the same time.

7.5 Permanent Part-Time Employees

Permanent Part-Time Employees. Represented employees working less than full-time are eligible for Employer-sponsored health care benefits in accordance with the below tiers:

- (a) Tier I - Represented regular part-time employees who are regularly scheduled to work thirty (30) hours or more hours a week but less than full-time (35 or 40 hours, depending on assigned work schedule) will be eligible for health care benefits and flexible benefit contributions on the same basis as regular full-time employees.
- (b) Tier II - Represented regular part-time employees who are regularly scheduled to work at least twenty (20) but less than thirty (30) hours per week will be eligible for the Employer-sponsored health care benefits with the Employer paying flexible benefit contributions up to a maximum of seventy-five percent (75%) of the premium charged for the plan in which the employee is enrolled, up to a maximum of seventy-five

percent (75%) of the Bay Area Kaiser premium at the applicable level of plan enrollment (i.e. one party, two party, or family). The balance of the required premium will be paid by the employee by payroll deduction.

	Dental	Vision
Employee Only	\$ 57.32	\$22.90
Employee + One Dependent	\$ 90.26	\$22.90
Employee + Two or more Dependents	\$132.59	\$22.90

7.6 Reservation of Rights

The Employer reserves the right to provide health, dental and vision care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing vision care benefits for employees; or through a program of self-insurance.

7.7 Life Insurance

The Employer shall pay the entire cost of providing each regular and probationary full-time employee with group term life insurance equal to the individual's annual base salary (rounded to the next highest \$1,000). This policy will include Accidental Death & Dismemberment coverage, and the right of conversion at the time of termination from employment to a form of permanent coverage without medical restrictions, to the extent allowable by the insurance carrier and the law. The payment for such converted coverage shall be the sole responsibility of the individual electing such coverage.

For Permanent Part-Time employees, the Employer shall provide group term life insurance in an amount equivalent to the employee's annualized salary, rounded to the nearest \$1,000.

7.1.1.

7.2.

7.8 Flexible Spending (FSA) and Dependent Care (DCAP) Accounts to allow employees to designate a specific amount of salary, consistent with applicable public law, to be redirected each month to pay for Health Care and Dependent care costs on a pre-tax basis. The Employer will reimburse such employee on a monthly basis for health care and dependent care from such redirected funds, upon presentation to the designated third-party administrator of a claim and receipt for services rendered. Any unused funds will be administered in accordance with applicable Federal law.

Federal law limits the circumstances under which an employee may elect benefits and change an election under the Flexible Benefits Plan.

Premium Contribution Account. Unless the individual employee notifies the Director of Human Resources in writing prior to May 30 each year, that they elect to have their Flexible Benefits paid into the Deferred Compensation Program, it will automatically be used to pay premium changes for the elected medical insurance program.

Each employee shall be responsible for providing immediate written notification to the Head of Human Resources of any change to the number of their eligible dependents (as defined by the summary plan documents) which affects the amount of the Employer's payment to the Flexible Benefits Account. Changes to Flexible Benefit payments required because of a change in an employee's number of eligible dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Human Resources Department. No retroactive increases to the Employer's payment shall be allowed.

To elect to redirect funds into the Health Care and Dependent Care Spending Accounts, the individual employee must obtain and complete an election form and provide it to the Director of Human Resources in accordance with Employer's procedures, but no later than November 30 each year for the plan year beginning January 1. The prior year election will not be renewed. If the employee makes no election prior to November 30, then the employee will be deemed not to participate in the Health Care and Dependent Care Spending Accounts.

Each employee shall be responsible for providing written notification to the Director of Human Resources of any change in health care or dependent care status within 30 days of the change which affects the amount of the Employer's payment to the Flexible Benefits Account, if any. Changes to Flexible Benefit payments required because of a qualifying change in status shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Director of Human Resources. No retroactive increases to the Employer's payment shall be allowed. A qualifying change in status includes changes as permitted under the Employer Flexible Benefit Plan in accordance with IRS Regulations.

7.3. Medical In-Lieu/Alternate Benefit

Employees shall be allowed an opportunity to select certain options as alternatives to those benefits listed in Section 1 of this Pay and Benefits Plan under the following terms.

Eligibility. Eligibility for receipt of alternative benefits is restricted to those employees for whom no Employer contribution is made towards premiums for group hospital medical surgical insurance because of coverage said employees have from a source other than the Employer. Written proof of said coverage is required by the Employer.

The Employer shall contribute ninety percent (90%) of the Kaiser - Region 1, single party premium per month for alternate benefits for eligible full-time employees who select medical-in-lieu/alternate benefits.

7.3.1. Employer shall contribute one-third (1/3) of the Employer-paid Kaiser Bay Area two-party premium cap per month for alternate benefits.

7.3.2. Available Benefits. Contributions made by the Employer may be applied by the employee to one or both of the following options:

7.3.2.1. A supplement to the employee's monthly salary. State and Federal taxes will be withheld on any monies applied to this option.

7.3.2.2. Contribution to the Deferred Compensation Plan currently in effect for represented employees, as governed by IRS regulations, must be made on an after-tax contribution basis.

7.4. **Health Care Legislation.** In the event that either the State of California or the federal government produces legislation which requires a change in the benefits provided under this Plan, or imposes an employee or an Employer contribution requirement toward the cost of such benefits, the Employer shall have the right to adjust its contributions so that its total contribution is no greater than is required under this Plan and shall have a duty to provide any benefits lost through such legislation through a supplemental health plan. In the event that the cost of such additional benefits exceeds the total Employer contribution required by this Plan, employees will be informed of alternative plan design which conforms with the legislation and any necessary adjustments in contribution levels for both the Employer and the employees covered hereunder.

7.5. Retired Employees -Health Benefits

7.5.1. The Employer shall contribute \$32.20 each month on behalf of each eligible retired employee. Employees who retired prior to January 1, 1981 are eligible for medical benefits only. Employees who retired between January 1, 1981 and January 1, 1984 inclusive are eligible for Medical and Dental benefits only. Employees who retire subsequent to January 1, 1984, are eligible for maximum medical, dental and vision care benefits in the amounts below:

	Medical	Dental	Vision
Retiree	\$16.00	\$20.00	\$ 5.00
Retiree + One Dependent	16.00	35.00	8.68
Retiree + Two or more Dependents	16.00	46.06	8.68

The Employer’s medical contribution described below includes the PEMHCA statutory minimum employer contribution requirement.

The increases in the Employer mandatory contribution rate shall remain in effect only as long as required by law. For future calendar years, the Employer's mandatory contributions shall be adjusted annually by the CalPERS board to reflect any change in the medical care component of the Consumer Price Index and rounded to the nearest dollar.

7.5.2. Retired employees who qualify for the Federal Government Medicare Benefits are eligible for Medicare Supplemental coverage only and may not elect any other medical insurance benefit. They remain eligible for dental and vision care benefits as provided herein.

7.5.3. Retiree Supplement Account. For employees hired prior to July 1, 2002, the Employer shall establish a Retiree Supplemental Benefit Account on behalf of each retiree that provides the following retiree benefits paid by the Employer:

	Medical	Dental	Vision
Retiree	\$153.00	\$20.00	\$5.00
Retiree + One Dependent	\$286.00	\$35.00	\$8.68
Retiree + Two or more Dependents	\$363.00	\$46.06	\$8.68

For employees hired on or after July 1, 2002, the Employer shall establish a Retiree Supplemental Benefit Account on behalf of each retiree with eleven (11) or more years of service. The combination of the Employer's minimum Employer contribution and Retiree Supplemental Benefit Account shall not exceed the follows:

	Medical	Dental	Vision
Retiree	\$153.00	\$20.00	\$ 5.00
Retiree + One Dependent	286.00	35.00	8.68
Retiree + Two or more Dependents	363.00	46.06	8.68

Additionally, in order to be eligible for this benefit, the employee's effective date of retirement must occur within one hundred twenty (120) days of the effective date of their separation from employment with the Employer and they must be enrolled in a medical, dental and vision care plan offered by the Employer. The surviving spouse of a retired employee who qualifies to receive these benefits is also entitled to receive the benefits in the event (a) they were designated by the employee prior to the employee's retirement, to receive a survivor benefit under the Public Employees' Retirement System (PERS) plan, and (b) they are receiving said survivor benefit, and (c) they are a member of a medical, dental and vision plan offered by the Employer. In the event a retired employee has designated more than one survivor who satisfies the above criteria, benefit payments made pursuant to this Section shall not exceed the monthly amount recited above for all such eligible survivors of the employee.

Eligible employees are those who retire from the Employer for service or disability and who have been employed continuously by the Employer.

If the Employer negotiates a greater benefit toward the retiree medical benefit outlined above for the SEIU bargaining unit during negotiations between the Employer and SEIU underway at the time this Memorandum of Understanding is adopted by the City Council, then the City shall grant the higher benefit to the bargaining unit employees at the same time.

7.6. Long Term Disability Insurance. The Employer shall provide, at no cost to full-time active regular employees, long-term disability (LTD) insurance with a benefit of 60% of the employee's monthly salary, up to a benefit cap of \$10,000 per month, less any other income.

7.7. Employee Assistance Program. Employees are eligible to participate in a free, confidential counseling and referral service designed to help them or members of their immediate household resolve personal problems that may be interfering with work and home life. The plan provides a set number of visits per year, at no cost to the employee or eligible family members.

7.8. Participation In the California Government Voluntary Employee Benefit Association (CalGOVEBA). All bargaining unit members will participate in the ("VEBA") 501(C)9 Trust pursuant to the **agreement provided by CAMP** and may be amended from time to time pursuant to the requirements of such agreement. Participation will be subject to and governed by all IRS requirements applicable to the VEBA and employees will be subject to the provisions of such agreement as may be revised.

7.12 Medical Insurance Premium contributions. If the Employer negotiates a higher Employer contribution toward medical insurance premiums for the SEIU bargaining unit during negotiations between the Employer and SEIU underway at the time this Memorandum of Understanding is adopted by the City Council, the higher contribution shall be granted to members of this bargaining unit at the same time. For example, if the Employer and SEIU agreed to increase the Employer's share of premium increases from 80% to 81% of the premium increase effective July 1, 2019, the Employer would increase its contribution for this bargaining unit by **1%** also effective July 1, 2019. If the Employer added \$40 to its 80% contribution increase on a one time or on-going basis on January **1**, 2020 the Employer would match that additional increase for the same duration and on the same date for members of this bargaining unit.

Section 8. Pension

8.1. Except as provided in subsection 8.2 and 8.3 of this section, the Employer will contract with the California Public Employee Retirement System ("PERS") for the 2% at Age 55 pension benefit formula for eligible employees covered by this Memorandum of Understanding who are employed in classifications deemed eligible by PERS to participate in the PERS "miscellaneous" pension benefit system.

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8.3. Employees hired on or after January **1**, 2012 into a classification deemed eligible by PERS eligible for PERS "miscellaneous" pension benefit plan participation shall participate in the

Public Employee Retirement System under the "2% at 60" formula, with a three highest years compensation base for pension calculation.

8.4. All employees participating in the PERS miscellaneous pension benefit system will pay seven percent (7%) of their PERSable wages toward the PERS employee contribution. Police Managers shall make the same level of contributions as Police Officers enrolled in the PERS "safety" benefit plan.

8.5. Contributions made by the Employer toward the PERS employee contribution, for services rendered before January 1, 2012, shall be reported to PERS as "employee contributions being made by the contracting agency." Said contributions shall not apply in the case of temporary or provisional employees.

8.6. The aforesaid Employer contributions toward the PERS employee contribution made for services rendered before January 1, 2012 shall not be considered as a part of an employee's salary for the purpose of computing straight-time earnings, compensation for overtime worked, education incentive pay, or the Employer's or employee's contribution to PERS; nor shall such contribution be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

8.7. Employer contributions made directly toward the PERS employee contribution for services rendered before January 1, 2012 and employee contributions toward the PERS employee contribution for services rendered on or after January 1, 2012 shall be made on a pre-tax basis to the extent permitted under Internal Revenue Code Section 414(h). The Employer will not treat Employer contributions toward the PERS employee contribution as compensation subject to income tax withholding unless required to do so by applicable local, state or federal law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed, therefore.

Section 9. Vacation

9. I. Full-Time Employees. A full-time employee shall accrue vacation leave from the date of the employee's regular appointment by the Employer, each month at the rates enumerated below. Except that the City Manager has sole authorization to credit new employees with additional week(s) per year for relevant service with a prior Employer. Such accrual and credit may not exceed two (2) times the annual rate of accrual. For the purpose of determining the amount of vacation entitlement, an employment year is defined as the period of one year from the anniversary date of such appointment by the Employer.

Employees hired prior to July 1, 1998:

0 to 9 years:	Fifteen (15) days per year
10 to 20 years:	Twenty (20) days per year
21+ years:	Twenty-five (25) days per year

Employees hired by the Employer after June 30, 1997 and hired by the Employer *on or* after July 1, 1998:

0 to 4 years:	Ten (10) days per year
5 to 10 years:	Fifteen (15) days per year
11 to 20 years:	Twenty (20) days per year
20+ years:	Twenty-five (25) days per year

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9.2. Permanent Part-Time Employees. Permanent part-time employees appointed to at least a 50%-time status position shall be eligible to accrue prorated vacation leave hours based on the budgeted full-time equivalent status of the position held. For example, an employee in a budgeted 75% full-time equivalent position would be eligible to accrue vacation leave at 75% of a full-time employee's accrual level with the same years of service.

Section 10. Sick Leave

Full time employees shall accrue sick leave at the rate of one and one-quarter (1.25) days per month in pay status. The number of hours accrued will vary depending on whether the employee is regularly scheduled to work an eight (8) or seven (7) hour regular workday. Part-time employees (regular and probationary) shall accrue prorated sick leave at equivalent to the budgeted full-time equivalent status of the position held. For example, an employee in a budgeted 75% full-time equivalent position would be eligible to accrue sick leave at 75% of a full-time employee with the same years of service.

All regular, non-probationary employees hired before January 1, 2014, regardless of service length, shall be entitled to payment for that portion of unused sick leave earned but unused, at the time of separation, to a payment at the rate of sixty percent (60%) up to a maximum of one hundred twenty (120) days, provided the employee separates from the Employer in good standing. For the purpose of this provision, "good standing" is defined as retirement, layoff, or in the case of resignation, the employee has provided at least two (2) weeks' notice prior to separation. Separation that occurs because of a disciplinary reason is not separation in good standing and therefore none of these provisions apply.

For employees hired on or after January 1, 2014, payment of sick leave will be granted to full time regular, non-probationary employees with at least ten (10) years of continuous service. Such employees shall be entitled to payment for that portion of unused sick leave earned but unused, at the time of separation, to a payment at the rate of thirty percent (30%) up to a maximum of one hundred twenty (120) days, provided the employee separates from the Employer in good standing. For the purpose of this provision, "good standing" is defined as retirement, layoff, or in the case of resignation, the employee has provided at least two (2) weeks' notice prior to separation.

Separation that occurs because of a disciplinary reason is not separation in good standing and therefore none of these provisions apply.

Upon retirement from the Employer for service or disability, a full-time employee may convert accrued but unused sick leave to additional service credit as provided in the Employer's contract with the Public Employees' Retirement System.

10.1 Family Sick Leave

- (a) **Definition of Immediate Family.** Immediate family is defined as employee's parents, spouse, domestic partner, children, brother, sister, foster child, ward of the court, grandparents, legal guardian, grandchildren, parents of employee's spouse, any person living in employee's household as a family member.

- (b) **Entitlement.** An employee may use accrued sick leave for illness in the immediate family. At the Employer's request, the employee will provide satisfactory evidence of the facts justifying such absence.

Section 11. Bereavement Leave

All bargaining unit employees may be granted a maximum of five (5) workdays (no more than 35 or 40 hours based on designated work schedule) for paid bereavement leave for each such incident relating to matters dealing with the death of the employee's immediate family.

Section 12. Administrative Leave

At the discretion of the City Manager, represented employees that are not eligible for overtime compensation, may be granted up to seven (7) or ten (10) days of Administrative Leave with pay, dependent on job classification specified in the Employer's Administrative Instruction covering administrative leave and as proscribed below. The procedures that govern the grant and use of Administrative Leave are set forth in the Employer's Administrative Instruction Manual or the Personnel Rules.

An employee may elect in advance to cash out up to ten (10) days of unused administrative leave at their base rate of pay at time of payment each fiscal year. The Employer may establish and modify the timeframe and deadline for advance election of administrative leave cash out to ensure that such leave is not subject to immediate taxation as income under state or federal law at the time it is credited to the employee. Eligible employees shall have administrative leave balances automatically cashed out at the end of the fiscal year. In no event will administrative leave be carried forward to the next fiscal year.

Eligible employees may use accrued Administrative Leave with advance scheduling approval of their respective supervisor. Employees who separate from employment with the Employer shall be paid any unused administrative leave up to ten (10) days, upon separation.

Section 13. Holidays

The following holidays shall be observed by the Employer with respect to all bargaining unit members. The Employer's offices will be closed on these days except as otherwise provided by the department head.

- 1) New Years' Day (January 1)
- 2) Martin Luther King, Jr. Birthday (3rd Monday in January)
- 3) President's Day (3rd Monday in February)
- 4) Memorial Day (last Monday in May)
- 5) Juneteenth (June 19)
- 6) Independence Day (July 4)
- 7) Labor Day (1st Monday in September)
- 8) Indigenous Peoples' Day (2nd Monday in October)
- 9) Veteran's Day (November 11)
- 10) Thanksgiving Day (4th Thursday in November)
- 11) Day after Thanksgiving
- 12) Christmas Day (December 25)

The Employer's Administrative Instruction 1114 shall govern the terms and manner of holiday observance and compensation.

13.1 Floating Holidays. All employees shall be granted three (3) floating holidays each fiscal year on the first day of the first pay period beginning on or after July 1 of the respective year.

Section 14. Miscellaneous Economic Conditions

14.1. Automobile Allowance and/or Uncompensated Expense. At the discretion of the City Manager (or in the case of Council-appointed officers, the City Council), employees whose duties require the regular use of their personal vehicle, may be authorized a payment of

\$275 per month maximum.

14.2. **Severance.** Employees in "at-will" positions, as defined in the Personnel Rules and Regulations for the Employer, are eligible for severance pay, equivalent to one (1) week pay for every year of service, up to a maximum of eight (8) weeks pay, when released from employment for non-disciplinary reasons.

Severance pay shall be calculated on the basis of employee's regular straight time (hourly equivalent) rate at the time of separation, shall be paid in a lump sum, and shall not be counted as time worked for the purpose of qualifying for employment benefits.

14.3. **Uniform Allowance.** The Employer will provide the Police Services Manager and the Public Works Supervisor, an annual allowance of eight hundred and fifty dollars (\$850) each for the purchase of articles required by the Employer for the affected employee's uniform. annual allowance will be paid in two installments: one-half (1/2) paid on the first pay date in October and the other half (1/2) on the first pay date in March.

14.4 **Meal Periods.** Employees in non-exempt classifications, except positions allocated to the Police Department, shall be provided a sixty (60) minute unpaid period within a two (2) hours period at the midpoint of each shift. Non-exempt positions allocated to the Police Department will be provided a forty (40) minute paid meal period during their eight (8) hour work shift. The paid meal period will only apply to the Police Services Manager.

14.5 **Health and Wellness.**

- a. Represented employees will be eligible to participate in city-sponsored activities at the Emeryville Center for Community Life at the posted Emeryville City resident rate as established, revised, and implemented from time to time at the discretion of the City Council.
- b. The Employer and CAMP representatives shall participate in a city-wide joint labor-management committee to discuss health and wellness programs for employees. Meetings will be held at mutually agreed upon times and places. Up to two employees may be released from scheduled duty to attend meetings of the committee.

14.6 **Technology Stipend.** A represented employee that is required by the City/Employer to use a mobile communications device (e.g. cellular phone) in the course of his or her regular duties and who is not provided with such a device by the City for such use may apply for and prospectively be paid a payment of forty dollars (\$40) per month to partially offset the employee's cost of providing and using his/her personal device for City business. The payments will commence prospectively not later than the first of the month following his or her supervisor's receipt of the employee's application. To qualify for the payment the represented employee must sign and submit a Cellular Phone Authorization Form to his/her supervisor for processing and an acknowledgement that the employee has an affirmative duty to provide the Employer, at the Employer's request, with all records on the device pertaining to City business. City rules concerning conduct related to the use of communications devices that apply to the use of City- owned communications devices will

apply equally to the use of the employee's personal device for City business. The City Manager or their designee will review approved applications not less than annually for the purpose of identifying employees that no longer qualify for a monthly stipend and ensuring that such stipends are terminated.

14.7 457 Deferred Compensation Contribution. Eligible employees thereafter shall have deposited into their 457 Deferred Compensation account a flat amount of twenty-five dollars (\$25) in the first full pay period following each full month of employment. To be eligible for the Employer contribution, a bargaining unit member must be enrolled in the Employer 457 Deferred Compensation Plan on the date of payment and must have been in a paid status for all of the month prior to the date of payment.

Section 15. Grievance Procedure

15.1. Definition. A grievance is a dispute which the employee or the Association alleges a breach of this written Memorandum of Understanding.

15.2. **Filing Deadline.** A grievance must be filed within ten (10) workdays of the date of the alleged breach, or within ten (10) workdays of the date on which the employee or Association knew or should have known of the facts giving rise to the alleged breach. If both were aware or should have been aware of such facts, the earlier date will trigger the running of the time limit.

15.3. **Grievances - Form and Content.** At each step of the Grievance Process, the grievance must be presented in writing and contain the following information:

15.3.1. If the Grievant is an employee, the Grievant's name, classification, work location, work phone number and signature. If the Association is the Grievant, then the name, address and phone number of the Association representative for the grievance;

15.3.2. The date the alleged breach occurred and the date on which the grievant was or should have been first aware of the alleged breach;

15.3.3. The section(s) and subsection(s) of this Memorandum of Understanding and a statement of the relevant facts that the grievant believes demonstrates the alleged breach.

15.3.4. The facts establishing the alleged breach including but not limited to the name(s) of witnesses, what they saw, dates of relevant events, identification and copies of documents and other physical evidence;

15.3.5. A brief narrative explaining how the alleged facts establish the alleged breach; and

15.3.6. The specific make remedy sought.

15.4. **Grievance Processing**

15.4.1. The grievant shall initially file the grievance with the Director of Human Resources. The Director of Human Resources (or designee) will respond to the grievance in writing within ten (10) workdays after receipt of the grievance.

15.4.2. If the grievance is denied by the Director of Human Resources (or designee) or if the Director of Human Resources (or designee) does not respond to the grievance, the grievant must deliver it to the City Manager within ten (10) work days after the date the response of the Director of Human Resources is received or, if no response is made, of the date it is due, whichever is earlier.

15.4.3. The City Manager will respond to the grievance in writing within thirty (30) days. If no response is made, the grievance shall be deemed denied. The decision of the City Manager will be final and binding on the employees, Association and the Employer.

15.4.4. In the case of a belatedly discovered but timely grievance, the Director of Human Resources or the City Manager may grant any compensation due to the grievant retroactive to no earlier than sixty (60) days prior to the date the grievance was filed.

Section 16. Employee Status

Employees in classifications designated as "at will" classifications serve exclusively at the will of the Employer. Discipline or discharge of an employee whose position is classified as an "at will" classification has no right to appeal such action through the grievance procedure or any other forum. Regular full-time employees in positions in non-at will classifications shall serve a twelve (12) month probationary period in each such classification to which they are appointed and may be terminated during such probationary period at the discretion of the Employer. The Employer may, at its option, extend the probationary period by three (3) months. After successful passage of such probationary period, disciplinary action or termination of such employee shall be subject to the conditions set forth in the Employer's Personnel Rules for non-at will employees. If a non-at will employee believes that discipline against or discharge of the employee violates the Employer's Personnel rules governing discipline or discharge or any provision of this Memorandum of Understanding such action may be appealed exclusively through the grievance procedures set forth herein.

Section 17. Layoff, Bumping and Recall

Those employees in at-will status, as determined by the Employer pursuant to the Employer's Personnel Rules, have no rights under this Memorandum of Understanding or Employer's Personnel Rules with respect to layoff, any bumping or other placement following layoff, or recall. Other bargaining unit members shall have those bumping rights provided by and subject to the terms of the Employer's Personnel Rules. However, such employees may not bump into any position in which they have not passed probation within the two years preceding the effective date of layoff. Further, the Employer may exempt an employee from layoff or bumping, notwithstanding the superior seniority of other employees, based on the Employer's determination of its needs for special skills or performance capability.

Section 18. Miscellaneous

18.1. Performance evaluations. Performance evaluations will be conducted as provided by the Employer's Personnel Rules. Evaluations of employee performance are not subject to the grievance procedure.

18.2. General Work Schedules. Work schedules for each position shall be established by the Department Head who may change such schedules from time to time based on the needs of departmental operations.

18.3. Flexible Work Schedules. Flexible schedule requests will be administered in accordance with Administrative Instruction 1125.

18.4 EFT Direct Deposit. As a condition of employment, and within one (1) year of the effective date of this Agreement, employees will make the necessary arrangements to have all sums paid pursuant to this Agreement electronically direct deposited into one or more bank accounts as designated by the employee.

18.4 Successor Negotiations.

18.4.1. Negotiations for a successor to this MOU shall begin no later than ninety (90) days before the termination date of this MOU. Each party will notify the other of their respective designated chief spokesperson at least fourteen (14) days in advance of the initial meeting date agreed upon by the parties, and of changes thereafter as they occur.

18.4.2. The Employer will release from scheduled duty up to three employees selected by the Association to participate in negotiations. Such release from duty will be with pay to the extent required by law. Participation in negotiations does not release any employee from their normal work responsibilities or in situations requiring immediate attention.

Section 19. Severability

If any court or administrative agency of competent jurisdiction rules that any portion of the Memorandum of Understanding unlawful and unenforceable, the scope of said decision shall be confined to the specific passage of this Memorandum of Understanding specified in the ruling. The remaining provisions shall continue in effect without interruption by virtue of said ruling.

[Continued on next page]

Section 20. Duration

This Memorandum of Understanding will remain in full force and effect from the date it is ratified and adopted by the Employer through June 30, 2022.

DRAFT

Done this day,

For the Employer:

Gregory Ramirez, Chief Negotiator

Lilybell Nakamura, Human Resources Director
Negotiating Team Member

Pedro Jimenez, Assistant City Manager
Negotiating Team Member

Approved as to Form:

John Kennedy
City Attorney/Legal Counsel

For CAMP:

Josie Ahrens, Chief Negotiator

Chad Smalley,
Negotiating Team Member

**Side Letter to the Memorandum of Understanding
Between the
Management of Emeryville Services Authority and the City of Emeryville
and
Confidential, Administrative, Managerial, And Professional (CAMP)
REMOTE WORK POLICY**

This Side Letter is by and between the Management of Emeryville Services Authority and the City of Emeryville (“Employer”) and Confidential, Administrative, Managerial, And Professional (“CAMP”) and will become effective following the agreement by SEIU and adoption by the City.

The Employer is seeking to adopt a remote work policy to provide the opportunity for its employees to work remotely and will meet and confer with CAMP prior to adopting a remote work policy. The Employer will keep the Administrative Instruction 1136 Emergency Teleworking Policy in effect until the remote work policy referenced herein is implemented, no later than June 30, 2024, whichever is soonest.

For the Employer:

For CAMP:

Gregory Ramirez, Chief Negotiator

Josie Ahrens, Chief Negotiator

Lilybell Nakamura, Human Resources Director
Negotiating Team Member

Chad Smalley,
Negotiating Team Member

Pedro Jimenez, Assistant City Manager
Negotiating Team Member

Approved as to Form:

John Kennedy
City Attorney/Legal Counsel

DRAFT