

RESOLUTION NO. 19-89

Resolution Of The City Council Of The City Of Emeryville Approving And Consenting To A Memorandum Of Understanding Between the Management of Emeryville Services Authority And The Emeryville Association Of Confidential, Administrative, Managerial And Professional (CAMP) Employees With A Term Effective July 1, 2019 Through June 30, 2022

WHEREAS, the current Memorandum of Understanding between the City of Emeryville/ Management of Emeryville Services Authority and the Confidential, Administrative, and Professional (CAMP) bargaining group expires on June 30, 2019; and

WHEREAS, the City Council of the City of Emeryville and the Board of Directors for the Management of Emeryville Services Authority (MESA) provided direction and authority to the agencies' designated representatives to bargain the provisions of a Memorandum of Understanding covering terms and conditions of employment for employees represented by CAMP; and


WHEREAS, the negotiations have resulted in a three-year successor Memorandum of Understanding, with a term effective upon the adoption of this resolution through June 30, 2022; now, therefore, be it

RESOLVED, by the City Council of the City of Emeryville hereby approves and consents to the Memorandum of Understanding with the Emeryville Association of Confidential, Administrative, Managerial and Professional Employees (CAMP), in the form attached hereto as Exhibit A, effective upon adoption.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, July 9, 2019, by the following vote:

AYES:	5	Mayor Medina, Vice Mayor Patz, and Council Members Bauters, Donahue, and Martinez
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	

ATTEST:



CITY CLERK


MAYOR

APPROVED AS TO FORM:



CITY ATTORNEY

Memorandum of Understanding
between
The City of Emeryville and the
Management of Emeryville Services Authority
(MESA)
and
The Emeryville Association of
Confidential, Administrative, Managerial, And
Professional Employees (CAMP)

July 1, 2019 – June 30, 2022

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MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF EMERYVILLE and the MANAGEMENT OF EMERYVILLE
SERVICES AUTHORITY

And

THE EMERYVILLE ASSOCIATION OF CONFIDENTIAL, ADMINISTRATIVE,
MANAGERIAL, AND PROFESSIONAL EMPLOYEES

July 1, 2019 through June 30, 2022

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 MESA 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. Base Pay and other Cash Compensation.

6.1. Base Pay. The base salary and wages applicable to classifications covered by this Memorandum of Understanding are set forth in Appendix A, attached hereto and by this reference incorporated herein. The base rates shown in Appendix A shall increase by three percent (3%) effective on the first day of July 2019; by three percent (3%) on the first day of July 2020; and by two percent (2%) on the first day of July 2021.

6.1.1 Automatic Leveling Adjustment. The parties acknowledge that the Employer is currently in negotiations with its SEIU bargaining unit. On a one time, no precedent basis, it is the parties' desire and intent that, if during the term of this Memorandum of Understanding, the Employer negotiates with its SEIU bargaining unit across the board base wage rate percentage increases, or one-time-only lump sum payments, as calculated by the Employer, that are more favorable than those set forth above in this subsection 6.1, taking into account wage rate increases, compounding, one-time-only lump sum payments and attendant costs, and timing differences, the CAMP unit will be accorded the more favorable terms to equalize those terms on a percentage basis. However, this shall not be applied to produce more favorable wage increases to the CAMP unit than those accorded the SEIU unit. For purposes of lump sum payment comparison, the parties intend that a more favorable lump sum payment to SEIU would consist of one that exceeds the aggregate value for the unit of one percent of that bargaining unit's base wages, as reasonably calculated by the Employer using the same measuring period as was used for the CAMP unit.

EXAMPLE 1: Assume the following Employer-SEIU settlement:

- 3% base increase effective the first day of the first pay period beginning on or after July 1, 2019
- 3% base increase effective the first day of the first pay period beginning on or after July 1, 2020
- 2% base increase effective the first day of the first pay period beginning on or after July 1, 2021
- 1% lump sum effective July 1, 2019.

Under this scenario the Automatic leveling adjustment would have no effect on on-going wage rates since the increase in wage rates, including compounding for the three years was not greater than the increases provided to CAMP unit members over the same period. However, CAMP employees would be entitled to a 1% lump sum on July 1, 2019.

EXAMPLE 2: Assume the following Employer-SEIU settlement

- 3% base increase effective the first day of the pay period beginning on or after January 1, 2020.
- 3% base increase effective the first day of the first pay period beginning on or after July 1, 2020
- 4% base increase effective the first day of the first pay period beginning on or after July 1, 2021

- 1½% lump sum effective July 1, 2019.

In this scenario, the CAMP unit would receive an additional 2% base wage rate adjustment effective July 1, 2021. Further, because the CAMP unit did not receive a lump sum payment but did receive a 3% base increase on July 1, 2019, six months sooner than SEIU's 3% base increase, CAMP members would not receive a lump sum payment. In this case, the additional 1% adjustment would take place on the first day of the first pay period beginning on or after January 1, 2019. By the end of the year beginning July 1, 2021 and ending June 30, 2022, both units would have received the same base wage rate increase and would have received equivalent payments on a percentage basis.

EXAMPLE 3: Assume that the Employer and SEIU negotiate exactly the same base wage rate increases and one-time-only wage payments as provided by the CAMP MOU to its represented employees, except that the first SEIU wage rate increase is effective June 1, 2019. The CAMP represented employees would then receive a lump sum payment that equals the difference between what the affected employees actually received from June 1, 2019 to the date the CAMP unit's first base wage increase took effect, inclusive, and what the affected employees would have received if the first CAMP unit base rate increase had taken effect June 1, 2019.

6.2. Overtime. Employees determined by the Director of Human Resources 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.

6.2.1. Information Technology Analyst. If, during off-duty hours, an employee in the classification of Information Technology Analyst I/II, 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 MESA including the time, date, duration and substance of the conversation.

6.3. 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.

6.4. 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 Public Employees' Retirement System (PERS) for the purpose of providing medical benefits for eligible active employees, eligible retired employees and eligible survivors of retired employees.

The Employer shall pay, directly to PERS, the amount of one hundred and thirty-six dollars (\$136) each month on behalf of each eligible full-time active employee who subscribes for coverage in a PERS Medical plan. As required by Government Code Section 22892, the above rate will 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.

For the purpose of this section, a dependent is defined as a person who satisfies the definition of dependent in the PERS medical plan in which the employee is enrolled. Such 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.

7.2. Dental Benefits. The Employer shall purchase dental insurance coverage for employees and their eligible dependents (including domestic partners). The Employer's contribution towards the purchase of this insurance shall not exceed the following amounts per employee per month, nor shall the Employer's contribution towards the purchase of this insurance exceed 100% of the appropriate premium for the dental plan in which such eligible employee is enrolled:

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

Dental premium rate increases are governed by the provisions of Section 7.5 below.

The Employer reserves the right to provide dental 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 dental care benefits for employees; or through a program of self-insurance.

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.

7.3. Vision Care. The Employer shall continue to provide vision care for employees and their eligible dependents (including domestic partners) only under Vision Service Plan (VSP), with a Twenty-five Dollar (\$25.00) deductible. The Employer's contribution towards the purchase of this insurance shall not exceed the following amounts per employee per month, nor shall the Employer's contribution toward the purchase of this insurance exceed 100% of the appropriate premium:

Employee Only	\$ 22.90
Employee + One Dependent	22.90
Employee + Two or more Dependents	22.90

Vision premium increases are governed by the provisions of Section 7.5 below.

The Employer reserves the right to provide 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.

7.4. 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.

7.5. Flexible Benefits.

7.5.1. Premium Contribution Account. The Employer shall establish a Flexible Benefits Account for each full-time active employee in regular or probationary status enrolled in one of the PERS medical insurance plans offered by the Employer.

7.5.2. The Employer Contribution. In the event the amount specified in Section 7.1, 7.2 and 7.3 are insufficient to pay 100% of the premiums required of the corresponding benefit plan in which the full-time employee is enrolled, the Employer shall make such supplemental payment into the employee's Flexible Benefit Account as is necessary to equal one hundred percent (100%) of the premium of the medical, dental and vision coverage in which the employee is enrolled for their coverage level, up to a maximum monthly premium for medical, dental and vision of:

Medical Effective	1/1/19
Employee Only	\$ 698.99
Employee + One Dependent	\$ 1397.99
Employee + Two or more Dependents	\$ 1817.41

In the event that there are any premium rate increases for the medical plan in excess of the above stated amounts, the Employer agrees to pay 80% of the announced increase in the Kaiser Bay Area premiums, at each respective level, which take effect on January 1, 2020, January 1, 2021 and January 1, 2022.

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.

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

If, during the term of this Memorandum of Understanding, the Employer provides a flat dollar premium contribution for permanent full-time employees or a percentage premium contribution on behalf of permanent part-time employees in excess of the applicable contribution level set forth above for members of the CAMP bargaining unit in the same status (full time or part-time), the Employer will simultaneously increase the applicable contribution on behalf of affected employees in the affected status (full or part-time) in the CAMP bargaining unit to the same level.

7.5.3. Additional Employee Contributions. In the event an employee enrolls in a medical plan for which the premium exceeds the Employer's contribution for medical insurance and Flexible Benefits as provided herein, such additional sum shall be withheld from the employee's salary by the Employer on a pre-tax basis.

7.5.4. Health Care and Dependent Care Spending Accounts. The Employer agrees 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.

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

7.5.5.1. 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.

7.5.5.2. Health Care and Dependent Care Spending Accounts. 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.

7.5.5.3. The Employer Allowance. The monies in an employee's Flexible Benefits and Health Care and Dependent Care Spending Accounts allocated by Employer shall be used for one of the following purposes only: (a) payment of premium charges for the PERS medical insurance program, the dental plan, and the vision plan in which the employee is enrolled; or (b) payments to an established Health Care and Dependent Care spending account plan.

7.6. 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.

7.6.1. 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.

7.6.2. Employer Contribution. The Employer shall contribute one half (1/2) of the Employer-paid Kaiser Bay Area two-party premium cap per month for alternate benefits for eligible full-time and Tier I permanent part-time employees who select alternate benefits. For Tier II permanent part-time represented employees, the Employer shall contribute one-third (1/3) of the Employer-paid Kaiser Bay Area two-party premium cap per month for alternate benefits.

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

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

7.6.3.2. 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.

7.7. Reservation of Rights. The Employer reserves the right to provide medical, dental or vision care benefits under a program other than that offered through the PERS or other existing benefit arrangements at any time during the term of this Plan. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing medical, dental and vision care benefits for employees; or through a program of self-insurance.

7.8. 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.

7.9. Retired Employees – Health Benefits

7.9.1. 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

As required by Government Code Section 22892, the Employer's contribution toward medical benefits only shall increase as follows:

\$136 per month for calendar year 2019;

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.

7.9.2. 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.

7.9.3. 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:

	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>
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:

	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>
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.

7.10. 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.

7.11. 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.

7.12 Participation In the California Government Voluntary Employee Benefit Association (CalGOVEBA). All bargaining unit members will participate in the CalGOVEBA ("VEBA") program. All members of the bargaining unit are required to enroll and remain active members until separation from the Employer. Participation will be subject to and governed by all IRS requirements applicable to the VEBA. Bargaining unit members will make the following uniform monthly contributions to the VEBA, based on length of service, effective on the dates shown below:

CalGOVEBA Participation Levels (by date of Hire Bands)

Effective	Participation Bands by Date of Hire Ranges	Contribution (\$) per Pay Period	Terminal Leave Deferral	
			Vacation (%)	Sick Leave (%)
7/1/19	8/1/1994 to 12/31/1999	\$50	50%	50%
	1/1/2000 to 12/31/2013	\$75	50%	50%
	1/1/2014 to 8/31/2015	\$50	0%	100%
	9/1/2015 to 12/31/2015	\$25	0%	0%
	1/1/2016 to 7/31/2016	\$50	0%	100%
	8/1/2016 to 12/31/2017	\$75	0%	100%
	1/1/2018 to 6/30/2018	\$50	0%	50%
	7/1/2018 to 12/31/2018	\$100	0%	100%
	1/1/2019 to present	\$50	0%	50%

7.13 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.

8.2 Except as provided in this subsection 8.2, the Employer will contract with the relevant entity (e.g. PERS) to provide eligible police management employees covered by this Memorandum of Understanding who are employed in classifications deemed eligible by PERS for PERS "safety" benefit plan participation with the same pension formula applicable to Police Officers (in the case of police management personnel) . If benefits are modified for Police Officers for employees hired after a specified date(s), Police managers in the bargaining unit hired after such modification takes effect shall be subject to such modified benefit formula or other affected pension benefit provisions.

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.

8.8. Effective January 1, 2013, newly hired employees that are considered “new members” in accordance with the Public Employees’ Pension Reform Act (PEPRA) will be enrolled under the PERS Miscellaneous Employee 2% @ 62 retirement formula plan (average of highest three years compensation earnable and Level III Survivor Benefits plan), in accordance with applicable law and PEPRA. Employees enrolled in the 2% @ 62 shall contribute to the PERS each pay period one half the normal cost, which (as of 7/1/16) is six and a half percent (6.5%) of “PERSable” compensation toward the PERS employee contribution rate.

8.9 **Public Agency Retirement System.** Effective July 1, 2019 the City will maintain a contract with the Public Agency Retirement System ("PARS") whereby retiring employees who were formerly members of the Emeryville Police Officer Association bargaining unit, hired before the effective date of the second tier PERS formula the City adopted pursuant to section 8.2 above, will be eligible for a supplemental pension benefit that, in combination with their CalPERS "3%@ 55" benefit will provide them with a total lifetime benefit that equals three percent (3%) of their highest year's PERS-able wages at age 50 (up to a maximum benefit equal to 90% of those wages). The PARS supplemental pension benefit includes a two percent (2%) compounding annual cost of living increase on the anniversary date of the employee's

retirement. Subject to any modification that the City and Association may hereafter negotiate, vesting in and eligibility to receive this supplemental benefit will not occur until and unless the employee simultaneously retires from the City through CalPERS and PARS with at least fifteen (15) years of City service at or after age 50. The PARS benefit provided under this section shall only be payable for periods that the employee remains simultaneously retired under CalPERS.

The City shall determine the investment mix for its PARS benefit fund, within the range of options offered through PARS.

An updated actuarial study of the cost of the PARS benefit shall be performed each year, with adjustments to occur the following July 1. PARS shall select the actuary to perform such studies. All documents transmitted between PARS and the City pertaining to such study shall be copied to CAMP. The actuarial methodology employed shall be substantially the same as that used in the study performed prior to the final agreement reached between the parties to provide this benefit. The parties acknowledge that the assumptions included a seven percent (7%) rate of return on investment, a twenty (20) year amortization period for unfunded liability, and a payroll growth rate of 3.25% per year. However, pursuant to the recommendations of the actuary retained by PARS, reasonable variations or changes in methods and assumptions may be implemented by the City to reflect the recommended actuarial practices, changes in actual and expected rates of return on investment, salary growth rate, retirement behavior, unit demographics, etc. The City shall promptly notify the affected labor groups of any recommended changes in assumptions or methodology and, on request within seven (7) days of such notice, meet with CAMP to discuss the changes before they take effect.

If the actuarially determined contribution necessary to fully fund the PARS benefit provided herein exceeds four and one-half percent (4.5%) of PERS-able pay, the excess shall be offset by a uniform reduction of the wage schedule until the excess no longer exists.

8.10 If state law is hereafter modified to mandate PERS Safety benefit or contribution changes for bargaining unit members who are subject to the PEPPRA 2.7% at age 57 Safety benefit formula, such modification will take effect at the time and in the manner specified by law. If changes in benefits or contributions are adopted by the City for other PERS Safety benefit members who are subject to the PEPPRA 2.7% at age 57 Safety benefit formula, but who are not in the bargaining unit, such changes shall also take effect at the same time for members of the bargaining unit insofar as practicable.

Section 9. Vacation Leave

9.1. **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

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 MESA'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 MESA's request, the employee will provide satisfactory evidence of the facts justifying such absence.

Section 11. Bereavement Leave

Permanent or probationary promotional employees may be granted a maximum of three (3) workdays or three (3) 24-hour shifts leave for each such incident relating to matters dealing with the death or critical/terminal illness of any member of the employee's immediate family. Upon documentation of extenuating circumstances, and with written authorization of the City Manager, such leave may be extended to five (5). Such leave is paid, and no deductions will be made from other employee leave balances for such authorized purpose.

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) Independence Day (July 4)
- 6) Labor Day (1st Monday in September)
- 7) Indigenous Peoples' Day (2nd Monday in October)
- 8) Veteran's Day (November 11)
- 9) Thanksgiving Day (4th Thursday in November)
- 10) Day after Thanksgiving
- 11) Christmas Day (December 25)
- 12-13) Floating Holiday (2 days)

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

13.1 Floating Holidays. Eligible employees shall be granted two (2) floating holidays each fiscal year on the first day of the first pay period beginning on or after July 1 of the respective year. Employees that are non-exempt from FLSA overtime and not eligible to receive administrative leave shall be awarded 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.

13.2 Exempt Floating Holidays. Exempt employees shall be granted one (1) additional floating holiday each fiscal year on the first day of the first pay period beginning on or after July

1 of the respective year. This additional floating holiday may only be used on the day before Thanksgiving, Christmas Eve or New Year's Eve and may be taken in ½ day increments prorated based on the number of hours in the employee's normal work week. In instances where an employee is required to work or if the specific days mentioned above fall on their regular day off, the Employer's Administrative Instruction 1114 shall govern the terms and manner of holiday observance and compensation.

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. Represented employees in the Police Chief, Captain of Police and Lieutenant of Police classifications shall receive an annual allowance of one thousand two hundred dollars (\$1,200) each for the purchase of articles required by the Employer for the affected employee's uniform. The 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 MESA 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 Lieutenant of Police.

14.6.1 **Overtime.** (a) Represented employees in the Lieutenant of Police classification are FLSA exempt and not eligible for overtime pay while performing Lieutenant duties. In the event a Lieutenant performs duties typically performed by the Sergeant classification, as assigned by the Police Chief or their designee, they are eligible for overtime pay at the rate of one and a half times the top step (Step F) base hourly wage rate established for the Sergeant classification. (b) Represented employees in the Lieutenant of Police classification are eligible for up to seven (7) days of administrative leave in accordance with section 11 – Administrative Leave.

14.6.2 **Longevity.** The base wage rate of a represented employee in the Lieutenant classification shall be increased by two percent (2%) after completing four (4) years of unbroken service in the Lieutenant rank.

14.6 **Technology Stipend.** A represented employee that is required by the City/MESA 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.** Effective July 1, 2019, 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 City contribution, a bargaining unit member must be enrolled in the MESA-City 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.

Done this day, _____, 2019.

For the Employer:

For the Association:

Christine Daniel
City Manager

Brad Helfenberger, President

Lisa Lopez,
Human Resources Director

Michael Parenti, Vice President

Gregory Ramirez, Labor Consultant

Oliver Collins, CAMP

Approved as to Form:



Michael Guina
City Attorney/Legal Counsel

APPENDIX A

Base Salary Rate

Schedule Effective July 1, 2019

JOB CODE	JOB CLASSIFICATION	A		E	Eff.Date
1159	ACCOUNTING MANAGER	9,261	- RANGE -	12,499	7/1/2019
1158	ACCOUNTING SUPERVISOR*	7,530	- RANGE -	10,163	7/1/2019
1040	ASSISTANT CITY ATTORNEY	11,177	- RANGE -	15,086	7/1/2019
1131	ASSISTANT TO THE CITY MANAGER	8,837	- RANGE -	11,930	7/1/2019
1130	ASSISTANT TO THE CITY MANAGER/CITY CLERK	9,984	- RANGE -	13,480	7/1/2019
1530	CHIEF BUILDING OFFICIAL	10,200	- RANGE -	13,770	7/1/2019
1150	CHIEF FINANCIAL OFFICER	10,294	- RANGE -	14,384	7/1/2019
1122	CHILD DEVELOPMENT CENTER AST MANAGER	6,234	- RANGE -	8,414	7/1/2019
1120	CHILD DEVELOPMENT CENTER MANAGER	6,951	- RANGE -	9,381	7/1/2019
1125	CHILD DEVELOPMENT CENTER SUPERVISOR*	4,854	- RANGE -	6,554	7/1/2019
1740	CITY CLERK	9,985	- RANGE -	13,480	7/1/2019
1415	CITY MANAGER ANALYST	6,749	- RANGE -	9,108	7/1/2019
1035	CIVILIAN COMMANDER	11,818	- RANGE -	15,273	7/1/2019
1115	COMMUNITY DEVELOPMENT DIRECTOR	12,800	- RANGE -	17,281	7/1/2019
1805	COMMUNITY PRESERVATION OFFICER	7,596	- RANGE -	10,253	7/1/2019
1545	COMMUNITY SERVICES DIRECTOR	12,800	- RANGE -	17,281	7/1/2019
1081	DEPUTY DIRECTOR OF PUBLIC WORKS	11,520	- RANGE -	16,525	7/1/2019
1045	DEPUTY CITY ATTORNEY	9,261	- RANGE -	12,499	7/1/2019
1747	DEPUTY CITY CLERK	5,902	- RANGE -	7,675	7/1/2019
1140	DIRECTOR/ADMINISTRATIVE SERVICES	12,800	- RANGE -	17,281	7/1/2019
1430	DIRECTOR/ECONOMIC DEVELOPMENT AND HSNB	12,800	- RANGE -	17,281	7/1/2019
1110	DIRECTOR/PLANNING AND BUILDING	12,800	- RANGE -	17,281	7/1/2019
1080	DIRECTOR/PUBLIC WORKS/CITY ENG.	12,800	- RANGE -	17,281	7/1/2019
1435	ECON DEVELOPMENT AND HOUSING MANAGER	10,200	- RANGE -	13,770	7/1/2019
1555	ENVIRONMENTAL PROGRAM SUPERVISOR *	7,825	- RANGE -	10,561	7/1/2019
1745	EXECUTIVE ASSISTANT TO THE CITY MANAGER	5,780	- RANGE -	7,803	7/1/2019
1055	FINANCE DIRECTOR	12,800	- RANGE -	17,281	7/1/2019
1056	FINANCE SUPERVISOR	8,095	- RANGE -	10,919	7/1/2019
1420	HUMAN RESOURCES ASSISTANT *	4,122	- RANGE -	5,358	7/1/2019
1425	HUMAN RESOURCES TECHNICIAN *	5,902	- RANGE -	7,675	7/1/2019
1157	INFORMATION SYSTEMS ANALYST I *	6,052	- RANGE -	8,169	7/1/2019
1156	INFORMATION SYSTEMS ANALYST II *	6,646	- RANGE -	8,971	7/1/2019
1155	INFORMATION SYSTEMS MANAGER	12,241	- RANGE -	16,525	7/1/2019
1154	INFORMATION TECHNOLOGY DIRECTOR	12,800	- RANGE -	17,281	7/1/2019
1800	MANAGEMENT ANALYST*	7,596	- RANGE -	10,253	7/1/2019
1485	OFFICE ASSISTANT II - CONFIDENTIAL*	3,919	- RANGE -	4,902	7/1/2019
1145	PARALEGAL	6,051	- RANGE -	8,169	7/1/2019
1200	POLICE CAPTAIN *	14,180	- RANGE -	16,648	7/1/2019
1060	POLICE CHIEF	15,361	- RANGE -	19,200	7/1/2019
1228	POLICE LIEUTENANT *	12,538	- RANGE -	14,486	7/1/2019
1230	POLICE SERVICES MANAGER *	6,255	- RANGE -	8,442	7/1/2019
1380	PUBLIC WORKS SUPERVISOR*	6,601	- RANGE -	8,912	7/1/2019
1390	PW OPERATIONS AND FACILITIES MANAGER	9,261	- RANGE -	12,499	7/1/2019
1550	RECREATION MANAGER	7,795	- RANGE -	10,519	7/1/2019
1555	RECREATION SUPERVISOR *	6,354	- RANGE -	8,578	7/1/2019
1100	SENIOR CENTER MANAGER	6,749	- RANGE -	9,108	7/1/2019

* Classifications applicable to Personnel Rules and Regulations

APPENDIX A

Base Salary Rate

Schedule Effective July 1, 2020

JOB CODE	JOB CLASSIFICATION	A		E	Eff.Date
1159	ACCOUNTING MANAGER	9,539	- RANGE -	12,874	7/1/2020
1158	ACCOUNTING SUPERVISOR*	7,756	- RANGE -	10,468	7/1/2020
1040	ASSISTANT CITY ATTORNEY	11,512	- RANGE -	15,539	7/1/2020
1131	ASSISTANT TO THE CITY MANAGER	9,103	- RANGE -	12,288	7/1/2020
1130	ASSISTANT TO THE CITY MANAGER/CITY CLERK	10,283	- RANGE -	13,884	7/1/2020
1530	CHIEF BUILDING OFFICIAL	10,506	- RANGE -	14,183	7/1/2020
1150	CHIEF FINANCIAL OFFICER	10,603	- RANGE -	14,815	7/1/2020
1122	CHILD DEVELOPMENT CENTER AST MANAGER	6,421	- RANGE -	8,666	7/1/2020
1120	CHILD DEVELOPMENT CENTER MANAGER	7,160	- RANGE -	9,662	7/1/2020
1125	CHILD DEVELOPMENT CENTER SUPERVISOR*	5,000	- RANGE -	6,751	7/1/2020
1740	CITY CLERK	10,284	- RANGE -	13,884	7/1/2020
1415	CITY MANAGER ANALYST	6,951	- RANGE -	9,382	7/1/2020
1035	CIVILIAN COMMANDER	12,173	- RANGE -	15,731	7/1/2020
1115	COMMUNITY DEVELOPMENT DIRECTOR	13,184	- RANGE -	17,800	7/1/2020
1805	COMMUNITY PRESERVATION OFFICER	7,824	- RANGE -	10,560	7/1/2020
1545	COMMUNITY SERVICES DIRECTOR	13,184	- RANGE -	17,800	7/1/2020
1081	DEPUTY DIRECTOR OF PUBLIC WORKS	11,865	- RANGE -	17,021	7/1/2020
1045	DEPUTY CITY ATTORNEY	9,539	- RANGE -	12,874	7/1/2020
1747	DEPUTY CITY CLERK	6,079	- RANGE -	7,905	7/1/2020
1140	DIRECTOR/ADMINISTRATIVE SERVICES	13,184	- RANGE -	17,800	7/1/2020
1430	DIRECTOR/ECONOMIC DEVELOPMENT AND HSNB	13,184	- RANGE -	17,800	7/1/2020
1110	DIRECTOR/PLANNING AND BUILDING	13,184	- RANGE -	17,800	7/1/2020
1080	DIRECTOR/PUBLIC WORKS/CITY ENG.	13,184	- RANGE -	17,800	7/1/2020
1435	ECON DEVELOPMENT AND HOUSING MANAGER	10,506	- RANGE -	14,183	7/1/2020
1555	ENVIRONMENTAL PROGRAM SUPERVISOR *	8,060	- RANGE -	10,877	7/1/2020
1745	EXECUTIVE ASSISTANT TO THE CITY MANAGER	5,954	- RANGE -	8,037	7/1/2020
1055	FINANCE DIRECTOR	13,184	- RANGE -	17,800	7/1/2020
1056	FINANCE SUPERVISOR	8,338	- RANGE -	11,247	7/1/2020
1420	HUMAN RESOURCES ASSISTANT *	4,246	- RANGE -	5,519	7/1/2020
1425	HUMAN RESOURCES TECHNICIAN *	6,079	- RANGE -	7,905	7/1/2020
1157	INFORMATION SYSTEMS ANALYST I *	6,234	- RANGE -	8,414	7/1/2020
1156	INFORMATION SYSTEMS ANALYST II *	6,845	- RANGE -	9,240	7/1/2020
1155	INFORMATION SYSTEMS MANAGER	12,608	- RANGE -	17,021	7/1/2020
1154	INFORMATION TECHNOLOGY DIRECTOR	13,184	- RANGE -	17,800	7/1/2020
1800	MANAGEMENT ANALYST*	7,824	- RANGE -	10,561	7/1/2020
1485	OFFICE ASSISTANT II - CONFIDENTIAL*	4,037	- RANGE -	5,049	7/1/2020
1145	PARALEGAL	6,233	- RANGE -	8,414	7/1/2020
1200	POLICE CAPTAIN *	14,605	- RANGE -	17,147	7/1/2020
1060	POLICE CHIEF	15,822	- RANGE -	19,776	7/1/2020
1228	POLICE LIEUTENANT *	12,914	- RANGE -	14,920	7/1/2020
1230	POLICE SERVICES MANAGER *	6,443	- RANGE -	8,695	7/1/2020
1380	PUBLIC WORKS SUPERVISOR*	6,799	- RANGE -	9,179	7/1/2020
1390	PW OPERATIONS AND FACILITIES MANAGER	9,539	- RANGE -	12,874	7/1/2020
1550	RECREATION MANAGER	8,029	- RANGE -	10,835	7/1/2020
1555	RECREATION SUPERVISOR *	6,545	- RANGE -	8,835	7/1/2020
1100	SENIOR CENTER MANAGER	6,951	- RANGE -	9,382	7/1/2020

* Classifications applicable to Personnel Rules and Regulations

APPENDIX A

Base Salary Rate

Schedule Effective July 1, 2021

JOB CODE	JOB CLASSIFICATION	A		E	Eff.Date
1159	ACCOUNTING MANAGER	9,729	- RANGE -	13,132	7/1/2021
1158	ACCOUNTING SUPERVISOR*	7,911	- RANGE -	10,677	7/1/2021
1040	ASSISTANT CITY ATTORNEY	11,742	- RANGE -	15,850	7/1/2021
1131	ASSISTANT TO THE CITY MANAGER	9,285	- RANGE -	12,534	7/1/2021
1130	ASSISTANT TO THE CITY MANAGER/CITY CLERK	10,489	- RANGE -	14,162	7/1/2021
1530	CHIEF BUILDING OFFICIAL	10,716	- RANGE -	14,467	7/1/2021
1150	CHIEF FINANCIAL OFFICER	10,815	- RANGE -	15,112	7/1/2021
1122	CHILD DEVELOPMENT CENTER AST MANAGER	6,549	- RANGE -	8,839	7/1/2021
1120	CHILD DEVELOPMENT CENTER MANAGER	7,303	- RANGE -	9,855	7/1/2021
1125	CHILD DEVELOPMENT CENTER SUPERVISOR*	5,100	- RANGE -	6,886	7/1/2021
1740	CITY CLERK	10,490	- RANGE -	14,162	7/1/2021
1415	CITY MANAGER ANALYST	7,090	- RANGE -	9,569	7/1/2021
1035	CIVILIAN COMMANDER	12,416	- RANGE -	16,046	7/1/2021
1115	COMMUNITY DEVELOPMENT DIRECTOR	13,448	- RANGE -	18,156	7/1/2021
1805	COMMUNITY PRESERVATION OFFICER	7,981	- RANGE -	10,771	7/1/2021
1545	COMMUNITY SERVICES DIRECTOR	13,448	- RANGE -	18,156	7/1/2021
1081	DEPUTY DIRECTOR OF PUBLIC WORKS	12,102	- RANGE -	17,361	7/1/2021
1045	DEPUTY CITY ATTORNEY	9,729	- RANGE -	13,132	7/1/2021
1747	DEPUTY CITY CLERK	6,201	- RANGE -	8,063	7/1/2021
1140	DIRECTOR/ADMINISTRATIVE SERVICES	13,448	- RANGE -	18,156	7/1/2021
1430	DIRECTOR/ECONOMIC DEVELOPMENT AND HSNG	13,448	- RANGE -	18,156	7/1/2021
1110	DIRECTOR/PLANNING AND BUILDING	13,448	- RANGE -	18,156	7/1/2021
1080	DIRECTOR/PUBLIC WORKS/CITY ENG.	13,448	- RANGE -	18,156	7/1/2021
1435	ECON DEVELOPMENT AND HOUSING MANAGER	10,716	- RANGE -	14,467	7/1/2021
1555	ENVIRONMENTAL PROGRAM SUPERVISOR *	8,221	- RANGE -	11,095	7/1/2021
1745	EXECUTIVE ASSISTANT TO THE CITY MANAGER	6,073	- RANGE -	8,198	7/1/2021
1055	FINANCE DIRECTOR	13,448	- RANGE -	18,156	7/1/2021
1056	FINANCE SUPERVISOR	8,504	- RANGE -	11,472	7/1/2021
1420	HUMAN RESOURCES ASSISTANT *	4,331	- RANGE -	5,629	7/1/2021
1425	HUMAN RESOURCES TECHNICIAN *	6,201	- RANGE -	8,063	7/1/2021
1157	INFORMATION SYSTEMS ANALYST I *	6,359	- RANGE -	8,582	7/1/2021
1156	INFORMATION SYSTEMS ANALYST II *	6,982	- RANGE -	9,425	7/1/2021
1155	INFORMATION SYSTEMS MANAGER	12,860	- RANGE -	17,362	7/1/2021
1154	INFORMATION TECHNOLOGY DIRECTOR	13,448	- RANGE -	18,156	7/1/2021
1800	MANAGEMENT ANALYST*	7,980	- RANGE -	10,772	7/1/2021
1485	OFFICE ASSISTANT II - CONFIDENTIAL *	4,117	- RANGE -	5,150	7/1/2021
1145	PARALEGAL	6,357	- RANGE -	8,582	7/1/2021
1200	POLICE CAPTAIN *	14,898	- RANGE -	17,490	7/1/2021
1060	POLICE CHIEF	16,138	- RANGE -	20,172	7/1/2021
1228	POLICE LIEUTENANT *	13,172	- RANGE -	15,218	7/1/2021
1230	POLICE SERVICES MANAGER *	6,572	- RANGE -	8,869	7/1/2021
1380	PUBLIC WORKS SUPERVISOR*	6,935	- RANGE -	9,363	7/1/2021
1390	PW OPERATIONS AND FACILITIES MANAGER	9,730	- RANGE -	13,131	7/1/2021
1550	RECREATION MANAGER	8,190	- RANGE -	11,052	7/1/2021
1555	RECREATION SUPERVISOR *	6,676	- RANGE -	9,012	7/1/2021
1100	SENIOR CENTER MANAGER	7,090	- RANGE -	9,569	7/1/2021

* Classifications applicable to Personnel Rules and Regulations

Side Letter of Agreement

I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the City of Emeryville and the Management of Emeryville Services Authority (hereinafter referred to as the “Employer”) and the Emeryville Association of Confidential, Administrative, Managerial, and Professional Employees (hereinafter referred to as the “CAMP”).

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for certain City employees within the Emeryville Association of Confidential, Administrative, Managerial, and Professional Employees.

The Parties agree as follows:

III. Establishment of a Joint Committee

- A. The Parties agree to establish a committee no later than September 30, 2019 consisting of no more than three representatives each for the purposes of meeting and researching an Education Incentive Program to be administered by the Employer for the benefit of CAMP bargaining unit members and/or all employees. Said committee shall meet to research, discuss and draft a report for consideration by the City Manager and the MESA Board.

IV. General Provisions

- A. This Side Letter will take effect immediately upon adoption by the MESA Board.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the MESA Board on _____, 2019.

For the Employer:

For the Association:

Christine Daniel, City Manager

Brad Helfenberger, President

Lisa Lopez, Human Resources Director

Michael Parenti, Vice-President

Gregory Ramirez, Labor Consultant

Oliver Collins, CAMP

Approved as to Form:



Michael Guina
City Attorney/Legal Counsel

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