

RESOLUTION NO. 21-37

Resolution Of The City Council Of The City Of Emeryville Approving A Side Letter Of Agreement Between The City And Service Employees International Union, Local 1021 (SEIU) Regarding A Memorandum Of Understanding (MOU) Extension

WHEREAS, On October 15, 2019, the City Council adopted a resolution approving and authorizing the City Manager to enter into an MOU between the MESA and SEIU with a term effective July 1, 2019 through June 30, 2021; and

WHEREAS, On December 1, 2020, the City/MESA and SEIU met in response to a meeting request from SEIU. In the meeting, SEIU representatives indicated that they would be interested in extending the term of the current MOU with the City/MESA for one (1) year with some form of pay adjustment while leaving all other terms and conditions in place; and

WHEREAS, On March 5, 2021, following receipt of authority, the City/MESA met with SEIU to propose a two percent (2%) pay adjustment for the one (1) year MOU extension leaving all other MOU terms and conditions in place. These terms passed a ratification vote by SEIU; and

WHEREAS, On April 6, 2021, SEIU and the City/MESA entered into a Total Tentative Agreement (TTA) subject the City Council and MESA Board approval which includes a one-year MOU extension to June 30, 2022, a two percent (2%) pay adjustment effective July 1, 2021 and the definition of family that pertains to family sick leave and funeral leave to have its sunset date extended to June 30, 2022; and

WHEREAS, the Board of Directors of the Management of Emeryville Services Authority adopted this resolution on May 4, 2021; and

RESOLVED, by the City Council of the City of Emeryville hereby approves and authorizes the City Manager to execute the Side Letter of Agreement (Exhibit A) with the Service Employees International Union, Local 1021 (SEIU).

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Resolution Approving Side Letter Agreement b/w City and SEIU
City Council Meeting | May 4, 2021
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ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, May 4, 2021, by the following vote:

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

DocuSigned by:

Dianne Martinez

BBAF287D25AB463...

MAYOR

ATTEST:

DocuSigned by:

Sheri Hartz

FB7B5D8EAB6A4BE...

CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

Andrea Visveshwara

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INTERIM CITY ATTORNEY

ATTACHMENTS

- Exhibit A – Side Letter of Agreement – SEIU MOU Extension

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 (herein after referred to as “MESA”) and the Service Employees International Union, Local 1021 (herein after referred to as the “Union”).

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 Service Employees International Union, Local 1021 bargaining unit.

The Parties agree as follows:

III. MOU Amendments

A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g., ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. Appendix A, attached hereto and referred to below, will replace the existing Appendix A in its entirety. The existing MOU will, in all other respects, remain in effect without change through the new term specified below.

B. Section 4 – Leave of Absence, Sub-Section 4.4 Family Sick Leave of the MOU is hereby amended to read as follows:

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

The following definition of immediate family language will be substituted for the above language on a trial basis for the term of this Agreement:

An employee's family member is anyone who is bonded to the employee by blood, marriage, adoption, fostering, partnership or legal guardianship; anyone living in the same household as the employee; and anyone named on a list of chosen relations which identifies the relationship. Employees may submit their list of chosen relations to the City upon adoption of this MOU during the week of October 16th-23rd, 2019. Thereafter, the list will be designated upon employment or for current employees during the medical insurance annual “Open Enrollment” period. This language will expire on June 30, ~~2021~~**2022**.”

C. Section 4 – Leave of Absence, Sub-Section 4.8 Funeral Leave of the MOU is hereby amended to read as follows:

“In the event of a death in the immediate family of a permanent or probationary employee, they shall be granted upon request, such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled work days. This provision does not apply if the death occurs while the employee is on unpaid leave of absence or layoff.

Additional funeral leave for travel purposes not to exceed two (2) work days may be granted, and such leave is paid with no deductions from the employee's leave bank. Any additional time required may be allowed by the Department Head's discretion, and such leave must be taken from accumulated vacation or compensatory time leave banks.

For the purposes of this Section the immediate family shall be restricted to father, mother, brother, sister, spouse, child, step-child, foster child, ward of the court, legal guardian, grandparents, grandchildren, mother-in-law, father-in-law, domestic partners of unit members who have filed a Declaration of Domestic Partnership in accordance with established City policy, and parents and children of domestic partners, and any person living in the employee's household as a family member.

The following definition of immediate family language will be substituted for the above language on a trial basis for the term of this Agreement:

An employee's family member is anyone who is bonded to the employee by blood, marriage, adoption, fostering, partnership or legal guardianship; anyone living in the same household as the employee; and anyone named on a list of chosen relations which identifies the relationship, that the employee has given to the City upon employment or thereafter during the medical insurance annual "Open Enrollment" period. This language will expire on June 30, ~~2021~~**2022**."

D. Section 15 – Salary, Sub-Section 15.1 Rates in Appendix of the MOU is hereby amended to read as follows:

"The base wage rates for bargaining unit members are as set forth in Appendix A of this Memorandum of Understanding. The base rates shown in Appendix A shall increase by three and one-quarter percent (3.25%) effective on July 1, 2019; and by three percent (3%) on the first day of the first pay period beginning on or after July 1, 2020, **and by two percent (2%) on the first day of the first pay period beginning on or after July 1, 2021.**

The City will pay bargaining unit members, employed with the City on date of payment, a non-pensionable lump sum payment of \$750 no later than June 30, 2020. The lump sum amount will be included in regular payroll and is subject to all applicable payroll tax and withholding.

The City will pay bargaining unit members, employed with the City on date of payment, a non-pensionable lump sum payment of \$750 no later than June 30, 2021, if and only if the City has reported cumulative Fiscal Year 2020-2021 transactions of Real Property Transfer Tax equaling no less than \$2.4 million by March 31st of 2021. The lump sum amount will be included in regular payroll and is subject to all applicable payroll tax and withholding."

E. Section 24 Duration of the MOU is hereby amended to read as follows:

"Except as otherwise expressly provided herein, if at all, for the retroactive application of specific contract terms, this Memorandum of Understanding shall take effect upon ratification and signing by the authorized representatives of both parties hereto and shall remain in effect through and including June 30, ~~2021~~**2022** and shall continue thereafter, from year to year, unless at least thirty (30) days prior to the first day of July, ~~2021~~**2022**, or the first day of July of any subsequent year, either party files written notice with the other of its desire to amend, modify, or terminate this Agreement."

IV. General Provisions

A. Upon adoption of this Side Letter of Agreement by the MESA Board, the Parties' respective duty to meet and confer over wage increases, effective July 1, 2021, as provided in the Parties' MOU prior to amendment as set forth above, shall be deemed to have been exhausted and concluded.

B. This Side Letter will take effect immediately upon adoption by the MESA Board.

C. 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 _____, 2021.

For the Employer:

For the Union:

Christine Daniel, City Manager

Miroo Desai, President

Trish Raver, Human Resources Director

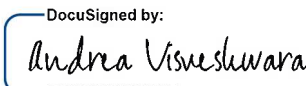
Ossee Desmangles, Business Representative

John Stead Mendez, SEIU CEO

Peter Masiak, SEIU East Bay Director

Blake Huntsman, SEIU Field Supervisor

Approved as to Form:

DocuSigned by:


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Andrea Visveshwara, Interim City Attorney

**MANAGEMENT OF EMERYVILLE SERVICES AUTHORITY
LOCAL 1021 BARGAINING UNIT
CLASSIFICATIONS AND SALARIES**

Effective Date: July 1, 2021

<u>Job Code</u>	<u>JOB CLASSIFICATION</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>Hrs/Wk</u>	<u>Eff.Date</u>
1161	ACCOUNTANT	7,064	7,416	7,788	8,177	8,586	35	7/1/2021
1160	ACCOUNTANT, SENIOR	7,929	8,327	8,743	9,180	9,639	35	7/1/2021
1180	ACCOUNTING TECHNICIAN	5,782	6,071	6,375	6,694	7,028	35	7/1/2021
1410	ADMINISTRATIVE ANALYST *	6,992	7,342	7,709	8,095	8,499	35	7/1/2021
1510	ADMINISTRATIVE SECRETARY	5,280	5,544	5,821	6,113	6,419	35	7/1/2021
1705	ASSISTANT COOK	2,433	2,554	2,682	2,816	2,957	40	7/1/2021
1501	ASSISTANT PLANNER	6,120	6,426	6,747	7,085	7,439	35	7/1/2021
1322	ASSOCIATE CIVIL ENGINEER	8,585	9,014	9,465	9,938	10,434	35	7/1/2021
1535	BUILDING INSPECTOR	7,641	8,022	8,423	8,844	9,286	40	7/1/2021
1507	BUILDING PERMIT TECH./PLAN CHECKER	6,342	6,660	6,993	7,343	7,711	35	7/1/2021
1500	ASSOCIATE PLANNER	7,721	8,108	8,513	8,939	9,385	35	7/1/2021
1453	COMM&ECON DEV COORDR I	6,565	6,893	7,238	7,599	7,980	35	7/1/2021
1450	COMM.&ECON. DEV COORDR II	8,380	8,799	9,238	9,701	10,186	35	7/1/2021
1236	COMMUNITY SERVICES OFFICER	5,684	5,969	6,268	6,581	6,910	40	7/1/2021
1700	COOK	2,769	2,908	3,053	3,206	3,366	40	7/1/2021
1390	CREW LEADER	6,325	6,641	6,973	7,322	7,688	40	7/1/2021
1245	CRIME ANALYST	7,022	7,373	7,741	8,129	8,536	40	7/1/2021
1321	ENGINEER, SENIOR CIVIL	9,234	9,695	10,180	10,688	11,223	35	7/1/2021
1325	ENVIRONMENTAL PROGRAMS ANALYST	6,740	7,076	7,431	7,802	8,192	35	7/1/2021
1326	ENVIRONMENTAL PROGRAMS TECHNICIAN	5,157	5,416	5,686	5,971	6,269	35	7/1/2021
1655	FAMILY SUBSIDY SPECIALIST	4,869	5,112	5,368	5,636	5,918	40	7/1/2021
1370	MAINTENANCE WORKER-GENERAL	5,324	5,591	5,871	6,165	6,473	40	7/1/2021
1710	MEAL HANDLER (Hourly Part-time)	17.05	17.90	18.80	19.74	20.72		7/1/2021
1470	OFFICE ASSISTANT I *	3,400	3,569	3,748	3,935	4,132	35	7/1/2021
1480	OFFICE ASSISTANT I (Hourly Part-Time)	22.41	23.53	24.71	25.94	27.24		7/1/2021
1460	OFFICE ASSISTANT II *	4,264	4,477	4,701	4,936	5,182	35	7/1/2021
1481	OFFICE ASSISTANT II (Hourly Part-Time)	28.11	29.52	30.99	32.54	34.17		7/1/2021
1190	PAYROLL TECHNICIAN	6,081	6,385	6,704	7,040	7,392	35	7/1/2021
1505	PLANNING TECHNICIAN	5,478	5,752	6,040	6,343	6,660	35	7/1/2021
1232	POLICE ADMINISTRATIVE SPECIALIST	5,969	6,268	6,581	6,910	7,257	40	7/1/2021
1242	POLICE COMMUNICATIONS DISPATCHER	6,140	6,447	6,769	7,108	7,464	40	7/1/2021
1234	POLICE EVIDENCE TECHNICIAN	5,969	6,268	6,581	6,910	7,257	40	7/1/2021
1241	POLICE RECORDS SPECIALIST	5,685	5,969	6,268	6,581	6,910	40	7/1/2021
1240	POLICE SERVICES TECHNICIAN	5,685	5,969	6,268	6,581	6,910	40	7/1/2021
1605	PROGRAM COORDINATOR	5,259	5,524	5,800	6,089	6,395	40	7/1/2021
1595	RECREATION ASSISTANT	4,675	4,908	5,154	5,411	5,681	40	7/1/2021
1170	SENIOR ACCOUNTING TECHNICIAN	6,081	6,385	6,704	7,040	7,392	35	7/1/2021
1610	SENIOR CENTER CASE MANAGER	6,209	6,519	6,845	7,188	7,547	40	7/1/2021
1537	SENIOR BUILDING INSPECTOR	8,026	8,428	8,848	9,291	9,755	40	7/1/2021
1503	SENIOR PLANNER	8,546	8,973	9,421	9,892	10,386	35	7/1/2021
1685	TEACHER ASSISTANT	2,967	3,115	3,272	3,435	3,607	40	7/1/2021
1675	TEACHER ASSOCIATE	3,272	3,435	3,607	3,787	3,977	40	7/1/2021
1665	TEACHER	3,934	4,131	4,337	4,554	4,782	40	7/1/2021
1695	LEAD TEACHER	5,021	5,272	5,535	5,813	6,103	40	7/1/2021
1660	TEACHER II	3,673	3,857	4,050	4,253	4,465	40	7/1/2021
1670	TEACHER I	2,770	2,909	3,055	3,208	3,368	40	7/1/2021
1690	TEACHER AIDE-SUBSTITUTE (Hourly Part-Time)	17.12	17.97	18.87	-	-		7/1/2021
1680	TEACHER-SUBSTITUTE (Hourly Part-Time)	18.87	19.82	20.81	-	-		7/1/2021

* Positions in the public safety and/or Community Services Departments work a 40 hour/week schedule