

City of Emeryville
Comprehensive Tentative Agreement with SEIU
August 19, 2026

The following summary constitutes a formal City comprehensive package proposal to **SEIU** for acceptance or rejection in its entirety. All proposals not specifically identified below are deemed withdrawn.

It is understood and agreed that acceptance of this package represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to ratification by the Union and final approval by the City Council). Unless otherwise noted, the MOU changes will be in effect the first full pay period following City Council approval.

SEIU PROPOSALS

SEIU Amended Proposal #4 Uniform Allowance

16.1 Public Works Maintenance Worker and Crew Leader Uniform and Safety Shoe Allowance

Public Works Maintenance personnel, initially appointed to the position three hundred twenty-five dollars (\$325.00) per person per year allowance for the purchase of a uniform and two hundred seventy-five dollars (\$275.00) per year for the purchase of safety shoes. Thereafter on the first pay period in October and March of each year, Public Works Maintenance personnel shall receive three hundred twenty-five dollars (\$325.00) and two hundred seventy-five dollars (\$275.00) respectively for purchase of uniforms and shoes.

Effective starting calendar year 2027, the allowance shall be implemented as follows:

New employees in the Public Works Maintenance Worker and Crew Leader classifications shall receive four hundred dollars (\$400.00) on their first paycheck for the purchase of a uniform. Thereafter, a uniform allowance of fifteen dollars and thirty-eight cents (\$15.38) will be paid on a biweekly basis.

New employees in the Public Works Maintenance Worker and Crew Leader classifications shall receive four hundred dollars (\$400.00) on their first paycheck for the purchase of safety shoes. Thereafter, the safety shoe allowance of fifteen dollars and thirty-nine cents (\$15.39) will be paid on a biweekly basis.

City Counter to SEIU Proposal #8 Salary

Section 15 - Salary

15.1 Cost of Living Adjustments (COLA)

Effective March 16, 2024, the first full pay period following City Council approval, all classifications in the bargaining unit shall receive a salary increase of three and a half percent (3.5%). 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 12, 2026³, through the implementation of the three ~~and a half~~ percent (3.5%) salary increase referenced above.

Effective the first full pay period in July 2024-2027 all classifications in the bargaining unit shall receive salary increase of three ~~and a half~~ percent (3.5%).

~~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%).~~

One-Time Lump Sum Payment

Effective the first full pay period following City Council approval of this agreement, bargaining unit members employed on the date of payment, shall receive a non-pensionable lump sum payment of \$1,000.00.

City Counter to Language for SEIU Proposal #17 Retired Employees & Retiree Supplement Account dated 7/13/2026

CITY PROPOSALS

SEIU Counter to City Proposal #2 Definition of Immediate Family dated 8/19/2026 (attached)

SEIU Counter to City Proposal #4 Period of Probation dated 8/19/2026 (attached)

SEIU Counter to City Proposal #10 Payment of Unused Sick Leave dated 7/13/2026

SIDE LETTER

Side Letter to establish Police Communications Dispatch Trainee classification dated 7/22/2026

Tentative Agreements Signed

SEIU Proposal #3 Training Differential (PD only) signed 7/6/2026

SEIU Proposal #9 Acting Pay signed 7/13/2026

SEIU Proposal #15 Market Adjustment signed 7/6/2026

SEIU Proposal #16 Recruitment and Retention Adjustments signed 7/6/2026

SEIU Proposal #18 Union Leave signed 7/6/2026

City Proposal #5 Medical In-Lieu/Alternate Benefit signed 7/13/2026

City Proposal #6 References to MESA signed 7/6/2026

City Proposal #9 Performance Evaluation signed 7/6/2026

Side letter signed 7/6/2026

SEIU Local 1021

The City of Emeryville

Ryan Fettes, Chief Negotiator

Jeff Bailey, Chief Negotiator

Alyssa Chung, President

Lilybell Nakamura, Human Resources Director

Michael Roberts, Bargaining Team Member

Pedro Jimenez, Assistant City Manager

Jamie Lee, Bargaining Team Member

Qiana James, Sr. Human Resources Analyst

Date signed: _____

Date signed: _____

City Counter to SEIU Proposal #17

Date: July 13, 2026

Section 14.11 Retired Employees – Health Benefits

~~The City 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 above includes the PEMHCA statutory minimum employer contribution requirement.~~

~~These increased City contributions rates shall remain in effect only as long as required by law.~~

~~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.~~

14.12 Retiree Supplement Account

~~The City shall establish a Retiree Supplement Benefit Account on behalf of each retiree. The Employer shall contribute the minimum employer health premium contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA) toward CalPERS medical insurance premium.~~

~~Employees with eleven (11) or more years of continuous service are eligible for the following retiree health benefits. The combination of the City's minimum employer contribution and Retiree Supplemental Benefit Account shall not exceed the follows:~~

Coverage Level	Medical*	Dental	Vision
Retiree	\$153 162.00	\$20.00	\$5.00
Retiree + One Dependent	\$286.00	\$35.00	\$8.68
Retiree + Two or more Dependents	\$363.00	\$46.06	\$8.68

~~*The medical benefit includes the Employer's contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA). The Employer shall contribute the greater of the medical benefit amount shown above or the applicable PEMHCA minimum contribution. The Employer's medical contribution shall be paid directly to CalPERS.~~

~~The Employer's dental and vision contributions shall be applied toward the applicable monthly premiums. The retiree shall be responsible for paying any remaining premium amount directly to the Employer.~~

To be eligible for the Employer's retiree health benefits described in this section, an employee must be currently enrolled in an Employer-sponsored medical (CalPERS), dental, and/or vision plan at the time of retirement. An employee who is not enrolled in an applicable plan upon retirement shall not be eligible to receive the Employer's corresponding medical, dental, or vision contribution for that plan at a later date, except as otherwise required by law.

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2026 Negotiations SEIU Local 1021

Counter Proposal to City of Emeryville

SEIU Counter to City Proposal: #2 Definition of Immediate Family (Under Family Sick Leave and Bereavement Leave)

Date: August 19, 2026

4.4 Family Sick Leave

A. Definition of Immediate Family. Immediate family is defined as employee's parents (parents-in-law, step-parents, legal guardians), spouse, domestic partner, children (biological, adopted, foster, step-children, legal wards, or children of domestic partner) brother, sistersiblings, (step-brother, step-sister, half-brother, half-sister), foster child, ward of the court, grandparents, step-grandparents, legal guardian, grandchildren, and designated (chosen) persons as follows:

1. One (1) designated (chosen) person per rolling, 12-month period; and

2. Up to five (5) designated (chosen) persons per fiscal year.

Upon request for family sick leave for a designated (chosen) person, employees must specify the person for whom they are using the benefit.

~~up to six (6) designated (chosen) persons per 12 month period. parents of employee's spouse, a person 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's Human Resources Department upon employment or for current employees during the medical insurance annual "Open Enrollment" period.~~

B. Entitlement. An employee may use accrued sick leave for illness in the immediate family. At the City's request, the employee will provide satisfactory evidence of the facts justifying such absence.

4.8 Bereavement Leave

In the event of a death in the immediate family ~~of a permanent or probationary employee, employees they~~ shall be granted upon request, paid bereavement leave, not to exceed five (5) regularly scheduled workdays. This provision does not apply if the death occurs while the employee is on unpaid leave of absence or layoff. For the purposes of this section the immediate family shall include employee's parents (parents-in-law, step-parents, legal guardians), spouse/ domestic partner, children (biological, adopted, foster, step, legal wards, or children of domestic partner) siblings (step, half), grandparents, grandchildren, and designated (chosen) persons as follows:

1. One (1) designated (chosen) person per rolling, 12-month period; and

2. Five (5) designated (chosen) persons per fiscal year.

Upon request for bereavement leave for a designated (chosen) person, employees must specify the person for whom they are using the benefit.

~~up to six (6) designated (chosen) persons per 12-month period. 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, a person 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 for current employees during the medical insurance annual "Open Enrollment" period.~~ At the request of the City, the employee shall furnish a death certificate and proof of relationship. Employees must have worked for the employer for at least 30 days prior to the leave. Leave must be completed within three months after the death for whom the leave is being taken.

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2026 Negotiations SEIU Local 1021
Counter Proposal to City of Emeryville

SEIU Counter to City Proposal: #4 Period of Probation

Date: August 19, 2026

7.2 Period of Probation

A. Entry Level Probationary Period. The probationary period of an employee filling a new classification in the competitive service of the City shall be of nine (9) months in duration, except that, in the case of a probationary employee requiring further consideration, the City may at its option extend the probationary period by three (3) months. In such event, the City agrees to notify the Union of the fact that the period of probation for a person filling an entry level has been extended.

B. Entry Level Probationary Period, Police and Child Development Department Employees. The probationary period of an employee filling a new position in the competitive service of the City Police Department and those hired into the Teacher classification in the Emeryville Child Development Center shall be of twelve (12) months duration, except that, in the case of a probationary employee requiring further consideration, the City may, at its option, extend the probationary period by three (3) months. In such event, the City agrees to notify the Union of the fact that the period of probation for a person filling an entry level has been extended.

Following this initial extension, the City, by mutual agreement with the Union, may extend the probationary period for employees in the Police Department by an additional three (3) months.

C. Promotional Probationary Period. All employees promoted to a position in the classified service shall serve a probationary period of six (6) months. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which they were promoted unless the employee is discharged in the manner provided in this Memorandum of Understanding.

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Date signed: _____

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2026 Negotiations SEIU Local 1021
Counter Proposal to City of Emeryville

SEIU Local 1021 Counter Proposal: #10 Payment for Unused Sick Leave

Date: July 13, 2026

4.5 ~~Sick Leave Buy-Sell-Back~~ Payment for Unused Sick Leave

A. Employees hired before January 1, 2014, who voluntarily resign or retire, **for service or disability**, from the City and provide at least two (2) weeks' notice of intent (as provided in Section 12.3) shall have the option of having their unused sick leave balance paid out. Payment of unused sick leave is limited to a maximum of nine hundred sixty (960) hours for employees assigned to a 40-hour workweek or eight hundred forty (840) hours for employees assigned to a 35-hour workweek.

The payment shall be calculated by multiplying the employee's eligible unused sick leave hours by 60% of the employee's hourly base rate of pay at the time of separation.

B. Employees hired on or after January 1, 2014, who have completed at least ten (10) years of continuous service and voluntarily resign or retire, **for service or disability**, from the City and provide at least two (2) weeks' notice of intent (as provided in Section 12.3) shall have the option of having their unused sick leave balance paid out. Payment of unused sick leave is limited to a maximum of nine hundred sixty (960) hours for employees assigned to a 40-hour workweek or eight hundred forty (840) hours for employees assigned to a 35-hour workweek.

The payment shall be calculated by multiplying the employee's eligible unused sick leave hours by 30% of the employee's hourly base rate of pay at the time of separation.

C. Any unused sick leave balance above the maximum hours will be reported to CalPERS for service credit consideration.

D. Employees who choose to opt out of payment for unused sick leave will have **all of** their unused sick leave hours reported to CalPERS for service credit consideration.

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

~~B. For represented employees hired before January 1, 2014, they shall receive payment for that portion of sick leave earned but unused at the time of separation up to a maximum of one hundred twenty (120) days at the rate of sixty percent (60%) of their then current salary, provided the employee separates from the City in good standing. Good standing is defined as retirement or in the case of resignation, the employee has provided at least two (2) weeks' notice prior to separation (as provided in Section 12.3).~~

~~C. For represented employees hired on or after January 1, 2014, payment of sick leave will be granted to employees with at least ten (10) years of continuous service and shall receive payment for that portion of sick leave earned but unused at the time of separation up to a maximum of one hundred twenty (120) days at the rate of thirty percent (30%) of their then current salary, provided the employee separates from the City in~~

2026 Negotiations SEIU Local 1021
Counter Proposal to City of Emeryville

SEIU Local 1021 Counter Proposal: #10 Payment for Unused Sick Leave

Date: July 13, 2026

~~good standing. Good standing is defined as retirement or in the case of resignation, the employee has provided at least two (2) weeks' notice prior to separation (as provided in Section 12.3).~~

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**Side Letter to the Memorandum of Understanding
Between the
City of Emeryville
and
Service Employees International Union (SEIU)**

This Side Letter is by and between the City of Emeryville ("City") and the Service Employees International Union ("SEIU") and will become effective following the agreement by SEIU and adoption by the City.

The Parties agree to meet and discuss the establishment of a Police Communications Dispatch Trainee classification within one hundred and eighty (180) days of the adoption of the 2026 Memorandum of Understanding (MOU) by the City Council.

For SEIU:

Ryan Fettes Chief Negotiator

Alyssa Chung, President

Michael Roberts, Bargaining Team Member

Jamie Lee, Bargaining Team Member

Date signed: _____

For the City:

Jeff Bailey, Chief Negotiator

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