

**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 establish Joint Team Committees within one hundred and eighty (180) days of the adoption of the 2026 Memorandum of Understanding (MOU) by the City Council. The Joint Team Committees shall consist of no more than two representatives each to meet to discuss and explore the following topics:

- Bilingual Pay
- Commuter Benefit
- Vacation Sellback
- Tuition Reimbursement

For the City:

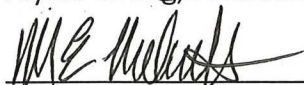
SEIU Local 1021



Ryan Fettes Chief Negotiator



Alyssa Chung, President



Michael Roberts, Bargaining Team Member



Jamie Lee, Bargaining Team Member

Date signed: 7/6/2026

For SEIU:

The City of Emeryville



Jeff Bailey, Chief Negotiator



Lilybell Nakamura, Human Resources Director



Pedro Jimenez, Assistant City Manager



Qiana James, Sr. Human Resources Analyst

Date signed: 7.6.26

5/14/2026

Tentative Agreement July 6, 2026

15.4 ~~Police Communications Dispatcher~~ Police Department Employees - Training Differential

Employees in the classification of ~~Police Communications Dispatcher~~ **Police Department Employees**, who are assigned in writing by the Department Head to train new employees as a "public safety dispatcher", shall be compensated with premium pay in the amount of six percent (6%).

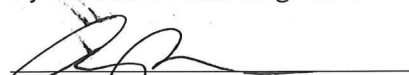
A. The premium pay is applied to the employee's current base salary step only. There shall be no "pyramiding" of such premium pay, except that this provision shall be in accordance with the provisions of the Federal Fair Labor Standards Act.

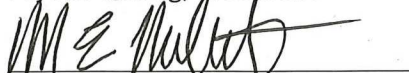
B. Parties agree that the application of this premium pay is not precedent setting and does not relieve any employee in the Representation Unit from assisting in the task of training new employees. This additional compensation to a ~~Police Communications Dispatcher~~ **Police Department Employee** assigned by the Department Head to train an new employee in the duties of a public safety agency dispatcher reflects the complexity and scope of such duties.

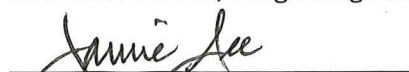
C. The City agrees that employees are entitled to periodic and timely Performance Evaluations which outline performance and progress in their classification. Accordingly, the parties agree that the City may elect to require a ~~Police Communication Dispatcher~~ **Police Department Employee** acting in the capacity of a trainer to prepare a performance evaluation report on the work of the dispatcher trainee under their direction; such reports will satisfy the performance evaluations required by Section 7.3(a) of this Memorandum of Understanding for probationary employees.

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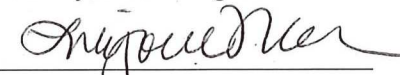

Michael Roberts, Bargaining Team Member


Jamie Lee, Bargaining Team Member

Date signed: 7/6/2026

The City of Emeryville


Jeff Bailey, Chief Negotiator


Lilybell Nakamura, Human Resources Director


Pedro Jimenez, Assistant City Manager


Qiana James, Sr. Human Resources Analyst

Date signed: 7.6.26

SEIU Local 1021 Union Proposal #15 Market Adjustment
5/28/2026

Tentative Agreement July 6, 2026

15.2 Market Adjustment

Effective March 16, 2024, the following classifications in the bargaining unit shall receive a concurrent (i.e., non-compounding with the salary increase above) market adjustment to median, over 2 years, as follows:

Code	Job Classification	Market Adjustment	Year 1	Year 2
1242	Police Communications Dispatcher	11.6%	5.8%	5.8%
1370	Public Works Maintenance Worker	7.4%	3.7%	3.7%
1390	Public Works Crew Leader	7.4%	3.7%	3.7%
1595	Recreation Assistant	2.4%	1.2%	1.2%
1605	Program Coordinator	2.4%	1.2%	1.2%
1234	Police Evidence Technician	1%	0.5%	0.5%
1241	Police Records Specialist	1%	0.5%	0.5%
1321	Engineer, Senior Civil	13%	6.5%	6.5%
1537	Sr. Building Inspector	11%	5.5%	5.5%
*1325	Environmental Programs Analyst	3.75%	3.745%	-

*City agrees to align Environmental Programs Analyst with Administrative Analyst.

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

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SEIU Local 1021 Union Proposal #15 Market Adjustment
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Tentative Agreement July 6, 2026



Alyssa Chung, President

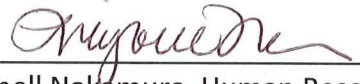


Michael Roberts, Bargaining Team Member



Jamie Lee, Bargaining Team Member

Date signed: 7/6/2026



Lilybell Nakamura, Human Resources Director



Pedro Jimenez, Assistant City Manager



Qiana James, Sr. Human Resources Analyst

Date signed: 7.6.26

SEIU Local 1021 Union Proposal #16 Recruitment and Retention Adjustments
5/28/2026

Tentative Agreement July 6, 2026

15.3 Recruitment and Retention Adjustments

Effective March 16, 2024, all classifications in the bargaining unit shall receive a recruitment/retention market adjustment increase of one and a half percent (1.5%). In addition to the increase, the City will provide bargaining unit employees employed on the date of payment a one-time lump sum payment equivalent to the value of a one percent (1.5%) salary increases (including all premium pays and overtime) for the period of July 1, 2023, through the implementation of the one and a half percent (1.5%) recruitment/retention market adjustment increase referenced above. Effective the first full pay period in July 2024 all classifications in the bargaining unit shall receive a recruitment/retention market adjustment of one and a half percent (1.5%). Effective the first full pay period in July 2025, all classifications in the bargaining unit shall receive a recruitment/retention market adjustment of one and a half percent (1.5%).

SEIU Local 1021



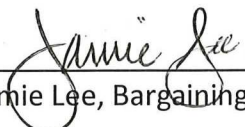
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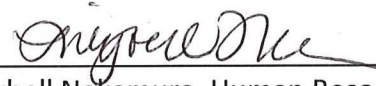
Jamie Lee, Bargaining Team Member

Date signed: 7/6/2026

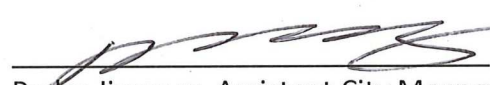
The City of Emeryville



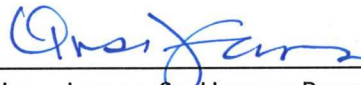
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Lilybell Nakamura, Human Resources Director



Pedro Jimenez, Assistant City Manager



Qiana James, Sr. Human Resources Analyst

Date signed: 7.6.24

City Counterproposal to
SEIU Local 1021 Union Proposal #19 Union Leave
Tentative Agreement July 6, 2026

4.15 Union Leave

The City will grant three (3) members of the bargaining unit designated by the Union release from duty with pay for up to ~~sixteen~~twenty-four (~~16~~24) hours each fiscal year to attend labor relations training or attend union business away from City premises. In either case, such activities must be directly related to City of Emeryville contract negotiations or contract administration or for training but shall not be used to participate in preparation of litigation of any kind against the City, its Councilors, agents, officers, employees, or contractors. The designated employee must give the City at least ten (10) working days advance written notice of the desired work time off to the City Human Resources Director and the employee's immediate supervisor, or leave will not be allowed. The City may deny or cancel such leave in an emergency or conditions of anticipated severe short staffing.

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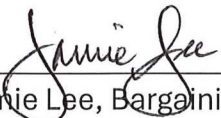
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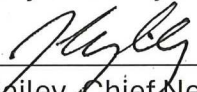
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Date signed: 7/6/2026

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2026 Negotiations City of Emeryville
Proposal to **SEIU Local 1021**
Tentative Agreement
July 7, 2026

City Proposal: #6 References to MESA

Date: May 28, 2026

Remove references MANAGEMENT OF EMERYVILLE SERVICES AUTHORITY (MESA) throughout the document.

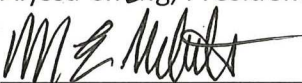
SEIU Local 1021



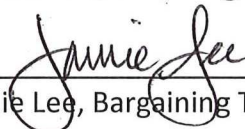
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Qiana James, Sr. Human Resources Analyst

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2026 Negotiations City of Emeryville
Proposal to SEIU Local 1021
Tentative Agreement
July 7, 2026

City Proposal: #9 Performance Evaluation

Date Passed: June 8, 2026

7.3 Performance Evaluation

The City agrees that represented employees are entitled to a Performance Evaluation which describes individual performance. The report shall define the standards of acceptable service, serve as a means of recognizing good work, describe deficiencies, if any, and what steps the employee may take to achieve fully effective performance.

Probationary Employees. A new employee shall receive a Performance Evaluation within ten (10) days after the end of the fifth, eighth and, in the case of 12-month probationary employees, eleventh month of service.

Thereafter, the employee shall receive an annual performance evaluation at the anniversary of their date of hire.

Evaluations for employees in Police classifications will cover performance during a calendar year rather than anniversary year, and the evaluations will have an annual due date of January 31st."

Once an employee has reached the top step of the employee's classification salary range, the timing of the employee's performance evaluation will transition to a calendar year, rather than based on the employee's anniversary date. For the year this transition occurs, the following will be the schedule:

<u>Month of Anniversary Date</u>	<u>Next Calendar Year Evaluation Date</u>
<u>January - June</u>	<u>By January 31 of the same calendar year</u>
<u>July - December</u>	<u>By January 31 of the following calendar year</u>

7.4 Presentation of Report to Employee

Management shall make every effort to provide timely employee performance evaluations. Human Resources will notify departments of upcoming employee anniversary dates. Such notice will be provided on a monthly basis prior to the last week in the month preceding employee anniversary dates. If an evaluation is untimely and recommends a merit increase, such an increase shall be retroactive to the employee's anniversary date.

Upon completing the performance evaluation report, the evaluator shall present it to the employee and discuss it with the employee. The employee shall then sign the report in order to indicate their receipt and they shall receive a signed copy.

If an evaluation is not presented to the employee within sixty (60) days of the employee's anniversary date, and the employee has not been disciplined within the last six (6) months of the year being evaluated, such employee will be deemed to have had "satisfactory" performance for the year being evaluated and any appropriate merit increase will be paid retroactively to the employee's anniversary date. The evaluation for an

employee who has been disciplined within the last six (6) months of the year being evaluated will be completed within ninety (90) days of the employee's anniversary date.

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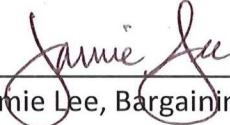
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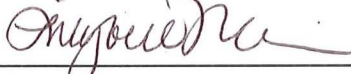
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